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12/27/01

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December 27, 2001

VIA HAND DELIVERY

Brian Nishitani, Esquire
3RC44
USEPA Region 3
1650 Arch Street
Philadelphia, PA 19103-2029

DEC 27 2001

RE: Lower Darby Creek Superfund Site (Document Production Number One)

Dear Mr. Nishitani:

As agreed with the United States Environmental Protection Agency, Region III, ("EPA"), the Redevelopment Authority of the City of Philadelphia (the "Authority") produces the following documents to the EPA pursuant to EPA's 104(e) Request of October 2001:

1. Agreement between the Authority and New Eastwick Corporation for Stages I, II, III and IV of the Eastwick Redevelopment Area, June 9, 1961 (Bates Stamped RDA 00001-RDA 00128);
2. First Amendatory Agreement between the Authority and New Eastwick Corporation, August 17, 1961 (Bates Stamped RDA 00129-RDA 00132);
3. Second Amendatory Agreement between the Authority and New Eastwick Corporation, August 17, 1981 (Bates Stamped RDA 00133-RDA 00136);
4. Third Amendatory Agreement between the Authority and New Eastwick Corporation, June 29, 1993 (Bates Stamped RDA 00137-RDA 00142);
5. Eastwick Redevelopment Area, Eastwick Urban Renewal Area, Eighth Amended Redevelopment Proposal, October 1995 (Bates Stamped RDA 00143-RDA 00207);
6. Fourth Amendatory Agreement between the Authority and Eastwick Joint Venture VI, New Eastwick Corporation and The Philadelphia Authority for

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Industrial Development, May 29, 1996 (Bates Stamped RDA 00208-RDA 00220); and

7. Complaint, Smalls, et al. v. The Korman Corporation, et al., Philadelphia Court of Common Pleas, April Term, 1985, No. 633 (Bates Stamped RDA 00221-00285).

As agreed by EPA and RDA as described in Doug Schleicher's December 12, 2001 letter to you, this is an initial response to EPA's 104(e) letter. A subsequent response will follow as set forth in that letter.

In the interim, if you have any questions, please do not hesitate to contact me at the above phone number.

Very truly yours,



Brett D. Feldman

BDF/cf

Enclosures

cc: Nicholas J. Scafidi, Esquire (w/enc.)
Douglas F. Schleicher, Esquire (w/enc.)

AGREEMENT BETWEEN
REDEVELOPMENT AUTHORITY OF THE
CITY OF PHILADELPHIA
AND
NEW EASTWICK CORPORATION
FOR
Stages I, II, III and IV
of the
EASTWICK REDEVELOPMENT AREA

ALSO KNOWN AS EASTWICK URBAN RENEWAL AREA

THIS AGREEMENT entered into as of this 9TH day of JUNE ~~JULY~~

A.D. 1961, by and between the REDEVELOPMENT AUTHORITY OF THE CITY OF PHILADELPHIA, hereinafter called the "AUTHORITY" AND NEW EASTWICK CORPORATION, hereinafter called the "REDEVELOPER",

WITNESSETH THAT:

WHEREAS, the AUTHORITY certifies that it is a public body and a body corporate and politic duly created and organized pursuant to and in accordance with the provisions of the Urban Redevelopment Law of May 24, 1945, P.L. 991, and laws supplemental thereto; and that it is duly authorized to purchase and acquire land, to exercise the right of eminent domain, to clear buildings thereon, and to convey to others and to enter into agreements with others for the purpose of redevelopment of said land and buildings, the elimination of blighted areas, and areas which are inadequately planned, and to eliminate excessive land coverage, or the lack of proper light, air and open space, to eliminate defective design and erection of buildings or faulty street, or lot layout, or economically or socially undesirable land uses, and in connection therewith to take all such action as is provided for herein: and

WHEREAS, the City Planning Commission, in conformity with the provisions of the Urban Redevelopment Law, certified as a redevelopment area that portion of the City described as Eastwick Redevelopment Area, also known as Eastwick Urban Renewal Area; and

WHEREAS, The City Planning Commission has completed a detailed Redevelopment Area Plan, dated November 3, 1954 as amended making recommendations for land uses, standards of population densities, land coverage, zoning changes, street layout and street changes, and other details as therein set forth: and

WHEREAS, the AUTHORITY has prepared a detailed plan, dated August 26, 1957, for the Eastwick Redevelopment Area (also known as the Eastwick Urban Renewal Area), which detailed plan, as revised and approved by the City Council of the City of Philadelphia on May 26, 1958, (as the same may hereinafter from time to time, be amended in accordance with the terms of this Agreement), is hereinafter referred to as the "Redevelopment Plan" or the "Urban Renewal Plan"; and

WHEREAS, the REDEVELOPER certifies that it is authorized to enter into the Agreement and undertakings herein provided and to acquire real estate for the purpose hereinafter described; and

WHEREAS, it is the purpose of this Agreement to eliminate the blighted area and to develop thereon the housing accommodations, buildings, commercial development and other improvements to increase the land values in the Project Area by eliminating economically and socially undesirable land uses for the promotion of the health, safety, convenience and welfare of the citizens of Philadelphia.

NOW, THEREFORE, The parties hereto, in consideration of the premises and the mutual undertakings of the parties hereto, each of which intends to be legally bound hereunder, agree as follows:

1. The Project Area covered by this Agreement is ALL THAT CERTAIN property in the 40th Ward of the City of Philadelphia, County of Philadelphia, Commonwealth of Pennsylvania, which is described in Exhibit "A" attached hereto and made a part hereof.

2. a. The AUTHORITY represents that it has acquired good and marketable title to the Project Area, such as will be insured by a reputable title insurance company in the City of Philadelphia at regular rates, and further agrees to demolish all buildings and structures within the Project Area, required to be demolished and thereafter shall convey said title, subject to the terms and conditions of this Agreement to the REDEVELOPER for a consideration of Twelve Million, One Hundred Ninety-two Thousand, Eight Hundred Sixty-five Dollars (\$12,192,865.00), which the REDEVELOPER shall pay upon conveyance of title to the Project Area.

b. REDEVELOPER agrees that Stages III and IV of the Project Area shall, subject to the provisions of sub-paragraph g of this Paragraph 2, be conveyed by the AUTHORITY to PHILADELPHIA BUILDERS EASTWICK CORP., or its nominee, subsidiary or affiliated corporation pursuant to a separate Redevelopment Contract between the AUTHORITY and PHILADELPHIA BUILDERS EASTWICK CORP.; provided, however, that the AUTHORITY agrees to convey to REDEVELOPER sufficient land in Stage III, (contiguous to Stages I and II), to permit the construction of 650 dwelling units in accordance with the Urban Renewal Plan.

c. REDEVELOPER agrees that the portion of the Project Area proposed for a major shopping center in Stage II, described in the Urban Renewal Plan, shall, subject to the provisions of subparagraph g of this Paragraph 2, be conveyed by the AUTHORITY to PHILADELPHIA BUILDERS EASTWICK CORP., or its nominee.

d. It is the intention of the AUTHORITY and the Redeveloper that Stages I, II, III and IV shall be developed consecutively; provided, however, that the AUTHORITY shall not dispose of all or portions of Stages III and IV until there has been substantial disposition and development of Stages I and II, in order to preserve a continuity of development.

e. AUTHORITY and REDEVELOPER mutually agree that AUTHORITY may convey title to the Project Area, or any part thereof, subject to the terms and conditions of this Agreement, to a nominee, or a subsidiary, or affiliated corporation of REDEVELOPER pursuant only to written request and designation thereof by REDEVELOPER and approval of the Federal Government. In such event, REDEVELOPER agrees that it shall be obligated for the performance of such nominee, subsidiary, or affiliated corporation, which nominee, subsidiary, or affiliated corporation shall be independently responsible for said performance.

f. Notwithstanding the provisions of Paragraph 7 of this Agreement, in the event that PHILADELPHIA BUILDERS EASTWICK CORP. shall have entered into a Redevelopment Contract with the AUTHORITY, with respect to the redevelopment of the Stages or portions of Stages referred to in subparagraphs b and c of this Paragraph 2 and shall have filed with the AUTHORITY security in the amount of \$150,000.00, then, at that time and in such event, REDEVELOPER shall have its security obligation reduced to \$100,000.00 and shall be relieved of its obligation to perform the development of, or to pay the consideration for, those Stages or portions of Stages, allocated to PHILADELPHIA BUILDERS EASTWICK CORP.; nor shall REDEVELOPER have any responsibility for the performance of the Redevelopment Contract between the AUTHORITY and PHILADELPHIA BUILDERS EASTWICK CORP.

g. In the event that the AUTHORITY and PHILADELPHIA BUILDERS EASTWICK CORP. shall not have entered into a Redevelopment Contract and in the event that security in the amount of \$150,000.00 shall not have been filed in connection therewith, within thirty (30) months from the date of approval of REDEVELOPER by City Council of the City of Philadelphia, then, in such event the provisions of subparagraphs b, c, d, and f of this Paragraph 2 shall become null and void.

3. The AUTHORITY and the REDEVELOPER mutually agree, in order to expedite the purposes of this Agreement, that transfer of title may be made to successive portions of the Project Area, for such amounts of the total consideration set forth above payable at such times as shall be determined between them.

4. If the AUTHORITY is unable to convey to the REDEVELOPER a good and marketable title or such as will be insured by a reputable title insurance company within 12 months from the date of this Agreement, the REDEVELOPER shall within thirty days thereafter have the option of taking such title as the AUTHORITY can give, of extending such 12 months period by mutual agreement, or of terminating this Agreement.

5. The REDEVELOPER agrees to redevelop the Project Area in accordance with the Redevelopment Plan for the Project Area, sometimes known as the "Urban Renewal Plan", prepared by the AUTHORITY and dated August 26th, 1957, as revised and approved by City Council on May 26th, 1958, as amended from time to time.

6. The REDEVELOPER shall develop and improve the Project Area in accordance with the Redevelopment Plan and in accordance with the drawings and specifications, site plans and maps, marked Exhibits "B", "C", "D", "E", "F", "G", "H", and "J", attached hereto and made a part hereof in conformity with the requirements of Section 11. (a) (2) of the Urban Redevelopment Law. The REDEVELOPER shall furnish all of the labor and materials and perform all work as called for in said exhibits.

7. Upon the execution of this agreement, the REDEVELOPER shall furnish a corporate security bond satisfactory to the AUTHORITY in the amount of Two Hundred Fifty Thousand Dollars (\$250,000.00), which bond shall be retained by the AUTHORITY until completion of the Redevelopment of the Project Area unless this Agreement is terminated pursuant to paragraph 4 above. In lieu of said bond, the AUTHORITY may accept in the same amount, a good faith deposit or pledge of negotiable bonds of the Federal government or any of its instrumentalities at market value. Said security, if accepted, shall not obligate the AUTHORITY to pay interest thereon. The purpose of said bond or security is to assure the faithful performance of the REDEVELOPER's obligation hereinbefore and hereinafter described.

8. The work to be performed by the REDEVELOPER under this Agreement shall be commenced upon receipt of title to the land in the Project Area by the Redeveloper or such portion thereof as may be mutually agreed upon. The estate work shall be completed to the satisfaction of the Authority within one hundred twenty (120) calendar months from that date. The Redeveloper shall not be deemed in default on account of any failure in performance due to unforeseeable causes beyond control of and without the fault or negligence of said REDEVELOPER including but not restricted to acts of God or of the public enemy, fires, floods, epidemics, quarantine restrictions, strikes, riots, civil commotion, freight, embargoes, shortages of material or acts of the Federal Government or any of its agencies, of delays of Sub-contractors due to any such cause.

9. The Redeveloper agrees that every contract for the construction installation, alteration, repair of or addition to the Redevelopment Project where the estimated cost shall exceed five hundred (\$500.00) Dollars shall contain a provision obligating the contractor to the prompt payment of all material furnished, labor supplied or performed, rentals for equipment employed, and services rendered by public utilities, in or in connection with the prosecution of the work, whether or not the said material, labor equipment or services enter into and become component parts of the work or improvement contemplated, and a provision that the contractor shall give to the Redeveloper an appropriate bond for the prompt payment by the Contractor for materials, supplies, labor services and equipment in such form as the Authority may prescribe, which provision shall be construed for the benefit of those parties in interest as set forth in Section II (a) (4-1) of the Urban Redevelopment Law.

10. The REDEVELOPER agrees not to assign this Agreement except with the prior written consent of the Authority. The REDEVELOPER also agrees upon request to disclose to the Authority the names of all persons with whom it has contracted or intends to contract or hereafter contracts with respect to the work and materials required for the Project.

11. The Redeveloper agrees that not less than the prevailing minimum scale of wages shall be paid by the REDEVELOPER and all sub-contractors, which determination shall be made by the Authority. Such scale of wages or rates shall be conspicuously posted in the Project Area by the REDEVELOPER.

12. The REDEVELOPER shall not sell, lease or otherwise transfer the Project Area, or Project, or any part thereof, without the prior written consent of the AUTHORITY until the AUTHORITY shall have certified in writing that the Redevelopment Project has been completed. Prior written consent is hereby given by the AUTHORITY to the REDEVELOPER for the sale, lease or transfer of completed single family houses, semi-detached houses, and row-houses, in the normal operation of its business. The REDEVELOPER further agrees that until the AUTHORITY shall have certified in writing that the Redevelopment Project has been completed, there shall be no transfer by any party owning ten (10) percent or more of the stock in the REDEVELOPER, nor shall there be or suffered to be by the REDEVELOPER or by any owner of stock therein, any other similarly significant change in the ownership of such stock, or in the relative distribution thereof, or with respect to the identity of the parties in control of the REDEVELOPER or the degree thereof, by any other method or means, without the prior written approval of the AUTHORITY.

13. The REDEVELOPER for itself and its successors and assigns, hereby covenants, promises and agrees to and with the AUTHORITY and its successors and assigns as follows:

a. That no person shall be deprived of the right to live in the REDEVELOPMENT PROJECT, or to use any of the facilities therein, by reason of race, creed, color or national origin. The term "Redevelopment Project" as used in this subparagraph a. is used in the same sense as where used in subsection (a) (1) of Section 11. of the Urban Redevelopment Law.

b. That there shall be no discrimination in the use, sale or lease of any part of the Project against any person because of race, color, religion, or national origin. The term "Project" as used in this subparagraph b. is used in the same sense as where used in subsection(a) (8) of Section 11 of the Urban Redevelopment Law.

c. That there shall not be effected or executed by the REDEVELOPER (or any successor in interest of the REDEVELOPER) any agreement, lease, conveyance, or other instrument whereby the land in the Project Area, or any part of said land, is restricted upon the basis of race, creed, or color in the sale, lease or occupancy thereof.

d. To devote the land in the Project Area to the uses specified therefor in the Redevelopment Plan sometimes known as the "Urban Renewal Plan" and to use said land for the purposes specified in said Plan, and not to devote said land or any part thereof to any other use or use the same for any other purpose, or contrary to any of the limitations or requirements of said Plan.

e. The foregoing covenants in this Par. 13 shall be covenants running with the land, and covenants to the same effect, which shall be covenants running with the land, shall be contained in any deed or deeds from the AUTHORITY or from its successors or assigns to the REDEVELOPER or to its successors or assigns conveying or purporting to convey the land in the Project Area or any part thereof or interest therein; provided, that the covenants in subparagraph d of this Par. 13, and the covenants to the same effect as those in said subparagraph which shall be contained in any such deed or deeds, shall cease and determine at the expiration of twenty-five (25) years from May 26, 1958.

14. The AUTHORITY shall not make any changes in the Redevelopment Plan or Urban Renewal Plan without the approval of the REDEVELOPER, or any Public body or agency having jurisdiction in connection therewith.

15. The AUTHORITY agrees to take appropriate proceedings requesting the City of Philadelphia

a. to close the beds of, and to vacate and strike from the City Plan certain streets,

b. to accomplish certain street openings, and

c. to rezone certain portions of the Project Area, in accordance with preliminary plat and data maps which have been, or will be, approved by the Philadelphia City Planning Commission. The REDEVELOPER agrees to cooperate with the AUTHORITY to accomplish the purposes of this paragraph, and the AUTHORITY agrees that said purposes will have been accomplished before the transfer of land from the AUTHORITY to the REDEVELOPER.

16. Prior to the transfer of land from the AUTHORITY to the REDEVELOPER,

a. the AUTHORITY shall effect the filling and grading of the Project Area in accordance with the preliminary plat and data maps as approved by the Philadelphia City Planning Commission and all compaction of fill that can reasonably be expected to occur shall have occurred, and

b. the AUTHORITY shall effect the abandonment of, provide the construction of, and provide easements for, public utilities within the Project Area in accordance with the preliminary plat and data maps as approved by the Philadelphia City Planning Commission.

17. The AUTHORITY will install, or cause to have installed, all streets, curbs, sidewalks, water mains and sewers in accordance with the preliminary plat and data maps as approved by the Philadelphia City Planning Commission. As to each portion of the Project Area transferred to the REDEVELOPER, such installation will be completed without expense to REDEVELOPER not later than the date on which the REDEVELOPER completes construction of the buildings to be constructed in that portion.

18. The REDEVELOPER shall give and furnish access to the Project Area at all times for the use and inspection of the AUTHORITY, its representatives, or the United States Government. All material and workmanship may be subject to inspection, examination and tests by the AUTHORITY, its representatives, or the United States Government at any and all times during construction and at any place where construction is carried on. The REDEVELOPER shall furnish all facilities and give such assistance for inspection, examination and tests as the AUTHORITY, its representatives or the United States Government may require, and shall secure for the AUTHORITY, its representatives or the United States Government, free access to all parts of the work of construction and erection.

19. REDEVELOPER and AUTHORITY agree to meet with all Federal, State, and local requirements, statutory, administrative, or otherwise, and if necessary, execute an amendatory Agreement or a new Agreement in order to meet said requirements.

20. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns, and upon and to any public body which shall at any time hereafter succeed to or have assigned to it the present functions of the AUTHORITY, or to any nominee of the REDEVELOPER.

21. The REDEVELOPER agrees to provide appropriate fine arts satisfactory to the AUTHORITY in connection with the development of the Project Area. No less

than one per cent of the total dollar amount of the construction contracts for the development shall be devoted for such purpose. The nature and scope of said fine arts shall, before completion, meet with the approval of the AUTHORITY. Fine arts are herein defined as sculpture, bas-reliefs, mosaics, frescoes, murals and fountains which either contain sculpture, or are designed to enhance adjacent accompanying sculpture. With respect to said definition of fine arts, no less than one-half of the amount to be expended shall be applicable to and expended upon such fine arts; provided, however, that the definition of fine arts is herein expanded to include decorative architectural features, (such as grill work, entrance ornamentation, wing walls, etc.), and other such features of architectural enrichment, upon which the balance of the one per cent of the total dollar amount of construction contracts may be expended.

22. The REDEVELOPER agrees to provide at a prominent place in the Project Area or improvements therein an inscribed Plaque setting forth, inter alia, that the Project Area was developed in cooperation with the Redevelopment Authority of the City of Philadelphia, and the Housing and Home Finance Agency of the United States Government.

23. Where under this Agreement any approval by the AUTHORITY is required, the AUTHORITY shall not unreasonably withhold such approval.

24. AUTHORITY certifies that all conditions precedent to the valid execution and delivery of this Agreement on its part have been complied with and that all things necessary to constitute this Agreement as a valid, binding and legal agreement on the terms and conditions and for the purposes set forth herein have been done and performed and have happened, and that the execution and delivery of this Agreement on its part have been and are in all respects authorized in accordance with law. REDEVELOPER similarly certifies with reference to its execution and delivery of this Agreement.

25. Any notice or demand given under this Agreement by AUTHORITY to REDEVELOPER, or by REDEVELOPER to AUTHORITY, shall be in writing, signed by a duly authorized officer of AUTHORITY, or REDEVELOPER, and delivered to the party to whom it is directed at the address of such party specified pursuant to this

paragraph. Any such notice or demand shall be deemed to have been given on the date it shall have been received at the principal office of the party to whom it is directed. Any notice or demand to AUTHORITY, provided for herein, will be deemed sufficient if sent by registered mail, postage prepaid, to the office of AUTHORITY at 1818 Rittenhouse Square, Philadelphia, Pennsylvania, and any notice or demand to REDEVELOPER provided for herein shall be sufficient if sent by registered mail, postage prepaid, addressed to REDEVELOPER at 1600 Three Penn Center Plaza, Philadelphia, Pennsylvania, or to such other respective addresses as AUTHORITY or REDEVELOPER, respectively, may hereafter designate in writing from time to time.

26. None of the provisions of this Agreement, which is intended to be recorded, shall be or be deemed to be or is intended to be merged by reason of any subsequent deed, and any subsequent deed shall not be deemed to affect or impair the provisions and covenants of this Agreement.

27. In the event of default of any obligation by either party to this Agreement, said default may be remedied by the defaulting party within thirty days from written notice thereof given by the non-defaulting party, or such longer period of time as may be necessary or convenient under the circumstances.

28. In the event of any question concerning the meaning of the provisions of this Agreement, the reasonable interpretation placed thereon by the AUTHORITY shall be final and binding between the parties. The AUTHORITY shall likewise have the power to determine that there has been a default or violation by the REDEVELOPER as to the provisions of this Agreement and to determine the proper remedy to be pursued. (Nothing in this Paragraph shall be construed to prevent the REDEVELOPER from instituting any action in law or equity to determine the reasonableness of any interpretation or determination made by the AUTHORITY.)

29. This Agreement constitutes in all respects the complete agreement between the parties with regard to the subject matter.

30. Within sixty (60) days after the approval of Redeveloper by City Council, the Redeveloper shall submit to the Authority for its approval evidence that the Reynolds Metals Company of Richmond, Virginia, has supplied, or will supply (by purchase of stock of, and advances and loan of funds to,) the Redeveloper with Seven Hundred and Fifty Thousand Dollars (\$750,000.00), such funds to be available to the Redeveloper for carrying out the purposes of preliminary agreements or redevelopment contracts entered into or proposed to be entered into between the parties relating to the Eastwick Redevelopment Area, and such evidence shall indicate that the rights of the Reynolds Metals Company of Richmond, Virginia, in such stock of, and advances and loans to, the Redeveloper are subordinate to the obligations of the Redeveloper set forth in the aforesaid agreements.

IN WITNESS WHEREOF, the Authority and the Redeveloper have caused this Agreement to be executed by their proper officers and their respective seals affixed hereto and attested the day and year first above written.

ATTEST:

(SEAL) Walter K. Lintner
ASST. SECRETARY

REDEVELOPMENT AUTHORITY OF
THE CITY OF PHILADELPHIA

BY: Justin J. Amsterdam
VICE CHAIRMAN

ATTEST:

(SEAL) Ed Jagger
SECRETARY

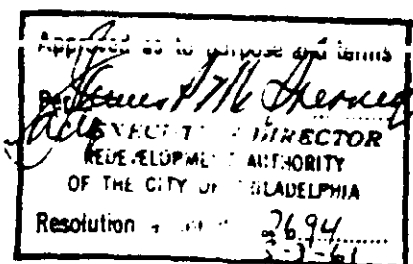
NEW EASTWICK CORPORATION

BY: Albert M. Sole
PRESIDENT

Approved as to legal form
and legal adequacy.

Date: 7/26/61
REDEVELOPMENT AUTHORITY OF
THE CITY OF PHILADELPHIA

Signed: Attorney at Law
Attorney at Law

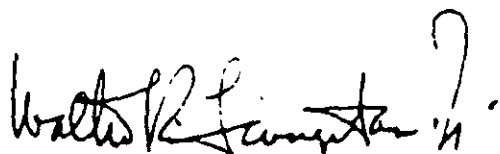


On the

day of

Anno Domini

1961, before me, the subscriber, a Notary Public of the Commonwealth of Pennsylvania, residing in the County of Philadelphia, personally appeared WALTER R. LIVINGSTON, JR., Assistant Secretary of the said REDEVELOPMENT AUTHORITY OF THE CITY OF PHILADELPHIA, who, being duly sworn according to law, deposes and says that he was personally present at the execution of the above Agreement and saw the common or corporate seal of the AUTHORITY duly affixed thereto; that the seal so affixed thereto is the common or corporate seal of said AUTHORITY; that the said Agreement was duly signed, sealed and delivered by MICHAEL von MOSCHZISKER, Chairman of the said AUTHORITY, for the uses and purposes therein mentioned, and that the names of this deponent as Assistant Secretary and MICHAEL von MOSCHZISKER as Chairman of the said AUTHORITY, subscribed to the above Agreement in attestation of its due execution and delivery are of their and each of their respective handwritings.



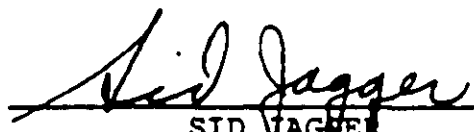
WALTER R. LIVINGSTON, JR.

Sworn to and subscribed
before me the day and year
aforesaid. WITNESS my hand
and Notarial seal.


Notary Public

My Commission expires 1/29/63

On the 23rd day of May Anno Domini 19 61 , before me, the subscriber, a Notary Public of the Commonwealth of Pennsylvania, residing in the County of Philadelphia, personally appeared SID JAGGER Secretary of the said New Eastwick Corporation, who, being duly sworn according to law, deposes and says that he was personally present at the execution of the above Agreement and saw the common or corporate seal of New Eastwick Corporation duly affixed thereto; that the seal so affixed thereto is the common or corporate seal of the said New Eastwick Corporation that the said Agreement was duly signed, sealed and delivered by ALBERT M. COLE, President of the said New Eastwick Corporation for the uses and purposes therein mentioned, and that the names of this deponent as Secretary and of ALBERT M. COLE as President of the said New Eastwick Corporation subscribed to the above Agreement in attestation of its due execution and delivery are of their and each of their respective handwritings.


SID JAGGER

Sworn to and subscribed
before me the day and year
aforesaid. WITNESS my hand
and Notarial Seal.


NOTARY PUBLIC

My Commission Expires Jan. 4, 1964

EXHIBIT "A"

All Those certain lots or pieces of ground situated in the 40th Ward of the City of Philadelphia, Pennsylvania, as follows:

Stage I Residential and Commercial:

Beginning at the point of intersection of the Northwest side of Lindbergh Boulevard and the Southwest side of 61st Street; thence southeast along southwest side of 61st Street to the center line of Eastwick Avenue; thence southwest along the center line of Eastwick Avenue to intersection of the center line of Eastwick Avenue and 70th Street; thence southwest along the center line of Eastwick Avenue to center line of Island Avenue; thence northwest along center line of Island Avenue to north side of Passyunk Avenue; thence east along north side of Passyunk Avenue to northwest side of Dicks Avenue; thence northeast along northwest side of Dicks Avenue to northwest side of Lindbergh Boulevard; thence northeast along northwest side of Lindbergh Boulevard to point of beginning.

Stage II Residential and Commercial:

Beginning at the point of intersection of the northwest right-of-way line of the Reading Railroad and the center line of Island Avenue; thence southwest along said northwest right-of-way line to the center line of 84th Street; thence northwest along center line of 84th Street to a point on the County Line; thence northeast along the county line to a point on Cobbs Creek near 78th Street; thence along the low water line of Cobbs Creek on the Philadelphia side to a point on Cobbs Creek on the northeast side of a right-of-way reserved for drainage purposes near and south of 75th Street; thence southeast along said northeast side of right-of-way to a point on property line of property now or late property of Fels and Company; thence northeasterly along said property line, continuing northeast along property line of property now or late property of Liquid Carbonic Corporation to center line of Island Avenue; thence southeast along center line of Island Avenue; to the point of beginning.

Stage III Residential and Commercial:

Beginning at the intersection of the center line of 84th Street and the southeast right-of-way line of the Reading Railroad; thence southeast along the center line of 84th Street to the intersection of center line of 84th Street and line parallel to and 1250 feet more or less southeast of Island Avenue; thence southeast along line parallel to and 1250 feet more or less southwest of Island Avenue to center line of relocated Industrial Highway; thence southwest along relocated Industrial Highway to northeast line of Gulf Oil Corporation right-of-way; thence northwest along northeast line of Gulf Oil Corporation right-of-way to southeast right-of-way line of Reading Railroad; thence northeast along southeast right-of-way line of Reading Railroad to point of beginning.

Stage IV Residential and Commercial:

Beginning at the intersection of center line 84th Street and northwest right-of-way line of Reading Railroad; thence southwest along northwest right-of-way line of Reading Railroad to a point; thence along an irregular line to the northeastern right-of-way line of the Gulf Oil Pipeline; thence west and north along said northeastern right-of-way line of the Gulf Pipeline to Darby Creek; thence northeasterly along low water line of Darby Creek on the Philadelphia side to center line of 84th Street; thence southeast along center line of 84th Street to point of beginning.

containing 1311.34 acres more or less excepting and reserving thereout:

1. Properties not acquired by the Authority 135.7 ± acres*
2. Land to be conveyed to the following by the Authority
 - a. School District of Philadelphia 54.4 ± acres*
 - b. Archdiocese of Philadelphia 11.6 ± acres*
 - c. Department of Recreation 98.2 ± acres*
 - d. Department of Public Health .87 ± acres*

e. Free Library of Philadelphia	.23 ± acres*
f. Churches	22.4 ± acres*
g. Former owners for property line adjustment	6.7 ± acres*
h. Eastwick owner-residents displaced by Redevelopment	56.0 ± acres*
3. Land to be dedicated by the Authority for streets and public right-of-ways	448.7 ± acres*

resulting in 476.54 acres more or less to be conveyed to the Redeveloper.

Reserved sites under items 2g and 2h to be conveyed as designated within 6 months after Preliminary Plat has been approved by the City Planning Commission of Philadelphia.

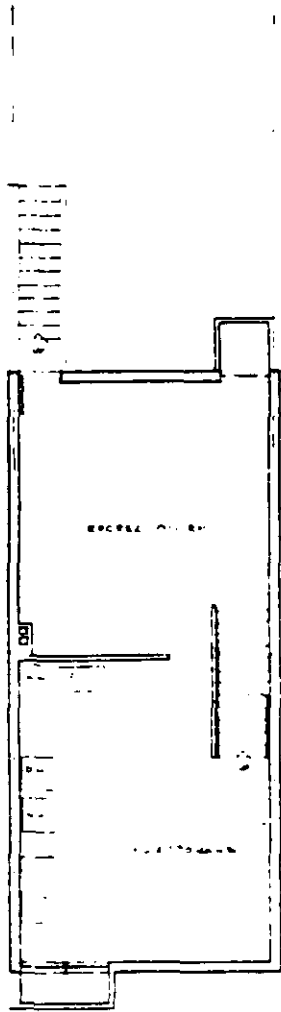
Reserved sites not so disposed of to be conveyed to the Redeveloper for residential use at the same reuse value per square foot as stated in this Agreement.

Land conveyed to the Redeveloper shall be free and clear of the reservations in 2 and 3 above.

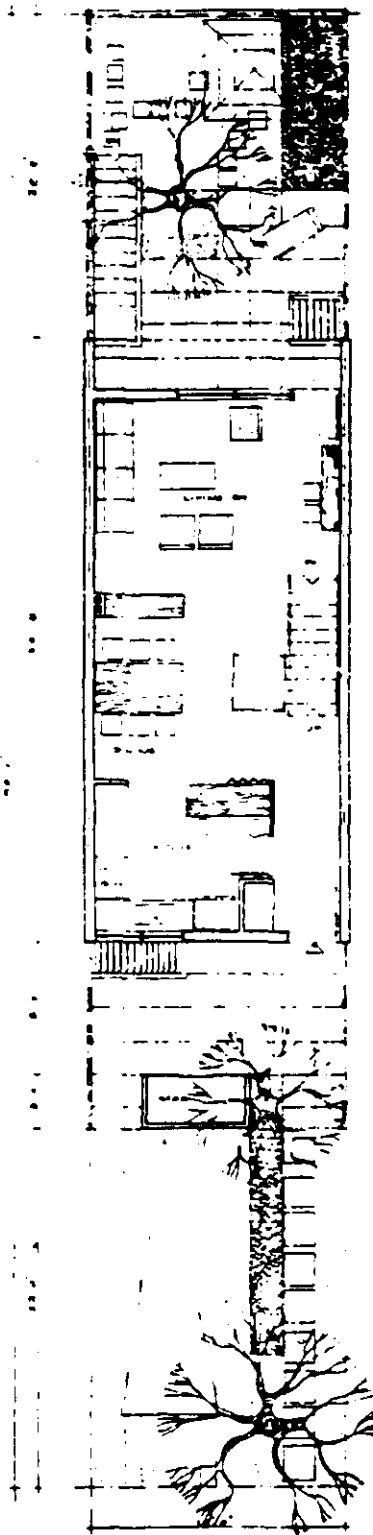
At time of conveyance, area to be conveyed will be shown on plat prepared by Redeveloper by a registered professional engineer of the State of Pennsylvania including bearings, dimensions and area in square feet of each parcel.

Said plat to be in conformity with Final Subdivision Plat as approved by the Authority and City Planning Commission of Philadelphia and Urban Renewal Plan as revised as approved by the Federal Government and the Council of the City of Philadelphia.

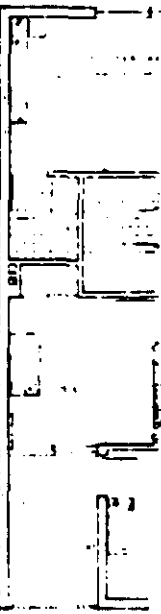
Said instrument for conveyance to be reviewed and approved by the Federal Government prior to conveyance.



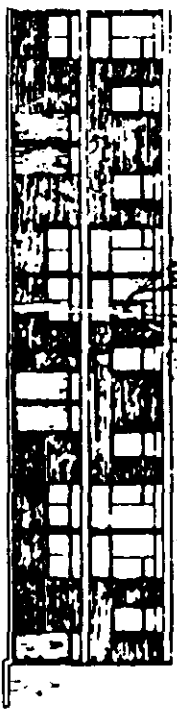
BASEMENT PLAN



GROUND FLOOR PLAN



SECOND FLOOR PLAN



200' ELEVATION 3' x 4'



200' ELEVATION 3' x 4'



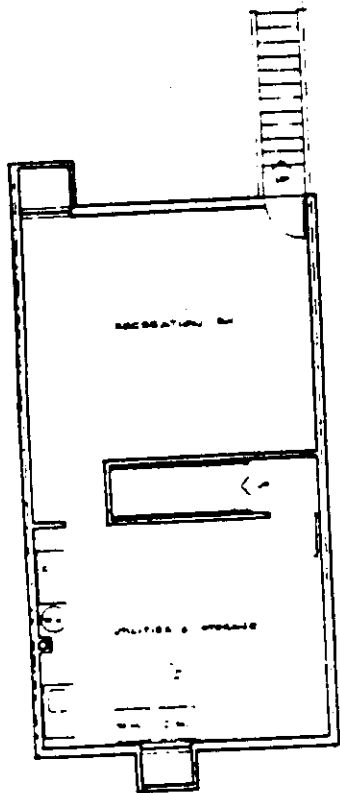
SECTION 3' x 4'

Exhibit B

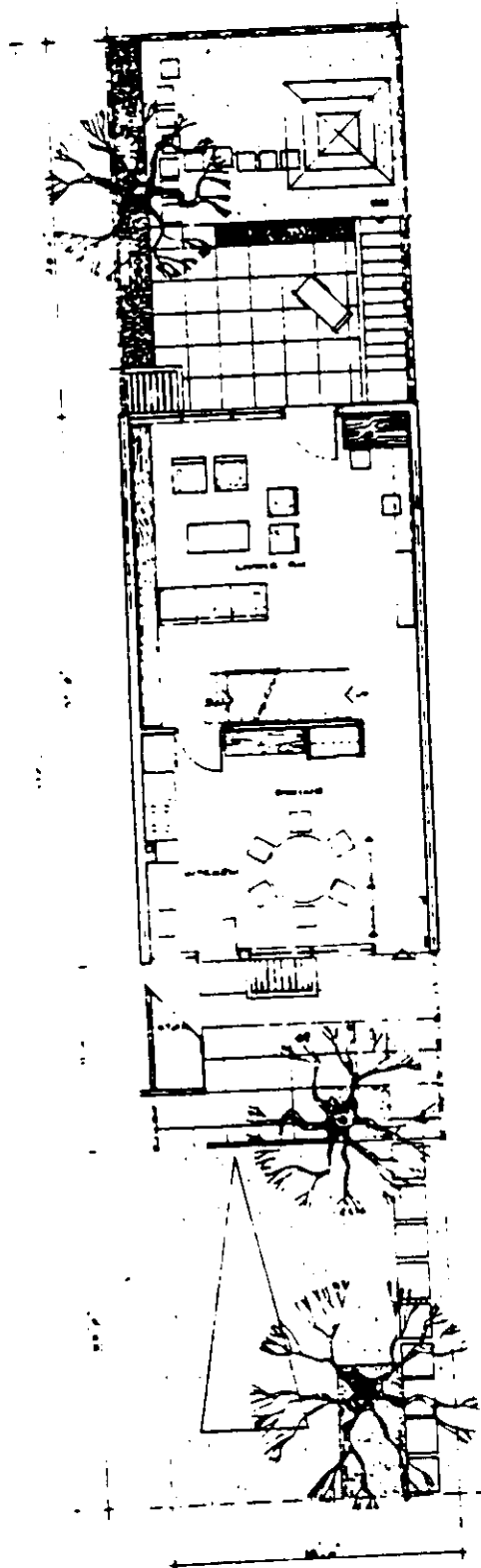
NOTE: PRESENTED MAY 25, 1970 - 1. SOME UNDESIGNED PARTS
AND DATE PREPARED 10-10-70 BY 20 00-01-000

STATISTICS
TYPE B, 10 story, 100,000 sq. ft. building
and present building in the
East District, 10-10-70
TOTAL AREA 100,000 sq. ft.
TOTAL FLOOR AREA 100,000 sq. ft.
TOTAL VOLUME 1,000,000 cu. ft.
TOTAL AREA 100,000 sq. ft.

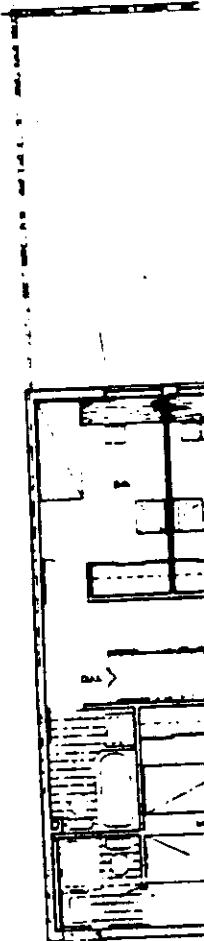
REDEVELOPMENT AUTHORITY OF THE CITY OF PHILADELPHIA			
EASTWICK REDEVELOPMENT PROJECT			
NEW EASTWICK CORPORATION DEVELOPER			
DOUGLAS ASSOCIATES INC. CONSULTANTS			
PETERSON ANDERSON ARCHITECTURAL CONSULTANT			
DATE	16 FOOT ROW HOUSE "A"	DATE	A1
SCALE	AS SHOWN	SCALE	



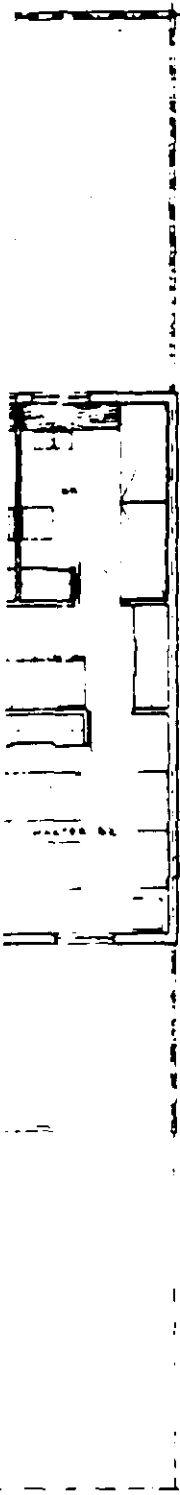
BASMENT PLAN 11' x 17'



GROUND FLOOR PLAN 11' x 17'



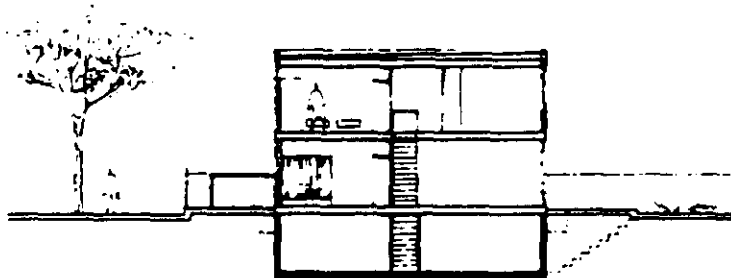
SECOND FLOOR



FRONT ELEVATION 1/8" = 1'-0"



REAR ELEVATION 1/8" = 1'-0"



SECTION 1/8" = 1'-0"

Exhibit C

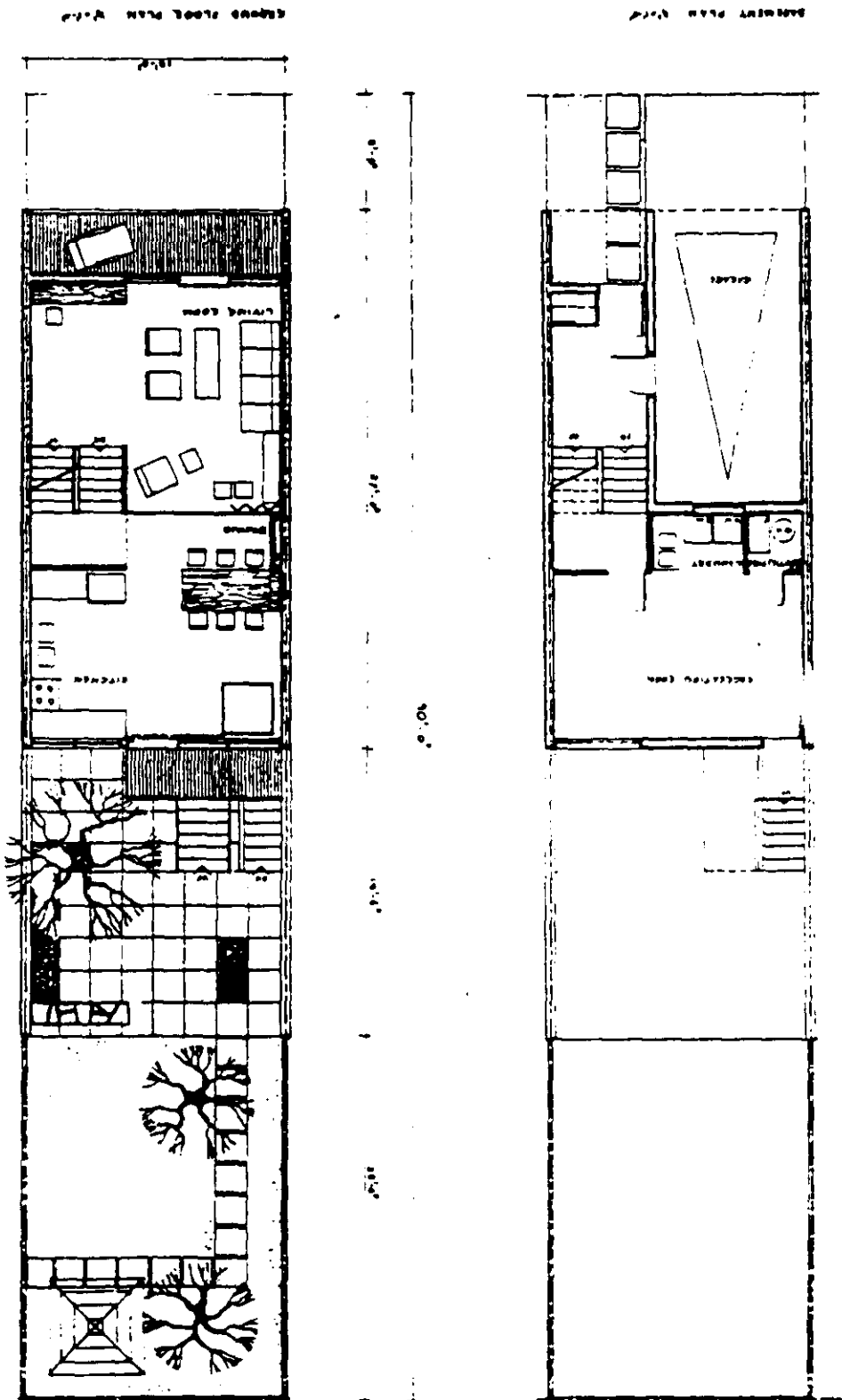
NOTE

BALCONIES MAY BE OMITTED IN SOME CASES AND BASE APPROPRIATE FEATURES COULD NOT BE DETERMINED.

STATISTICS

TYPICAL C-1 18' ROW HOUSE
GAS HEATABLE RANGE ON THE 1ST FLOOR
HOUSE DIMENSIONS: 18' x 36' 0"
FLOOR AREA: 1150 sq. ft.
1ST FLOOR AREA: 10' x 36' 0"
2ND FLOOR AREA: 18' x 36' 0"

REDEVELOPMENT AUTHORITY OF THE CITY OF PHILADELPHIA		
EASTWICK REDEVELOPMENT PROJECT		
NEW EASTWICK CORPORATION, REDEVELOPER		
DOXIADIS ASSOCIATES INC., CONSULTANTS		
FREESTON ANDRADE ARCHITECTURAL CONSULTANT		
PROJECT NO.	18-FOOT ROW HOUSE 2nd	DATE
DATE	AS SHOWN	SCALE



REDEVELOPMENT AUTHORITY OF THE CITY OF PHILADELPHIA	EASTWICK REDEVELOPMENT PROJECT	NEW EASTWICK CORPORATION, REDEVELOPER	SCOTT & ASSOCIATES INC., CONSULTANTS	REGIONAL AMBASSADOR, ARCHITECTURAL CONSULTANT
---	--------------------------------	---------------------------------------	--------------------------------------	---

1. $\frac{1}{2}$ of the total number of students are girls.
 2. $\frac{1}{3}$ of the total number of students are boys.
 3. $\frac{1}{4}$ of the total number of students are teachers.
 4. $\frac{1}{5}$ of the total number of students are parents.
 5. $\frac{1}{6}$ of the total number of students are other staff members.

五、

0916

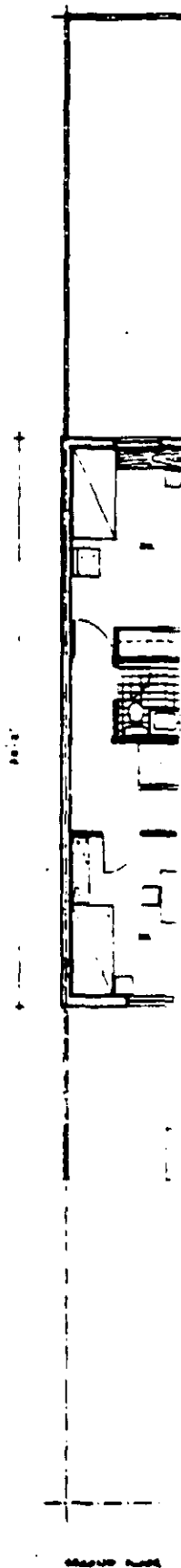
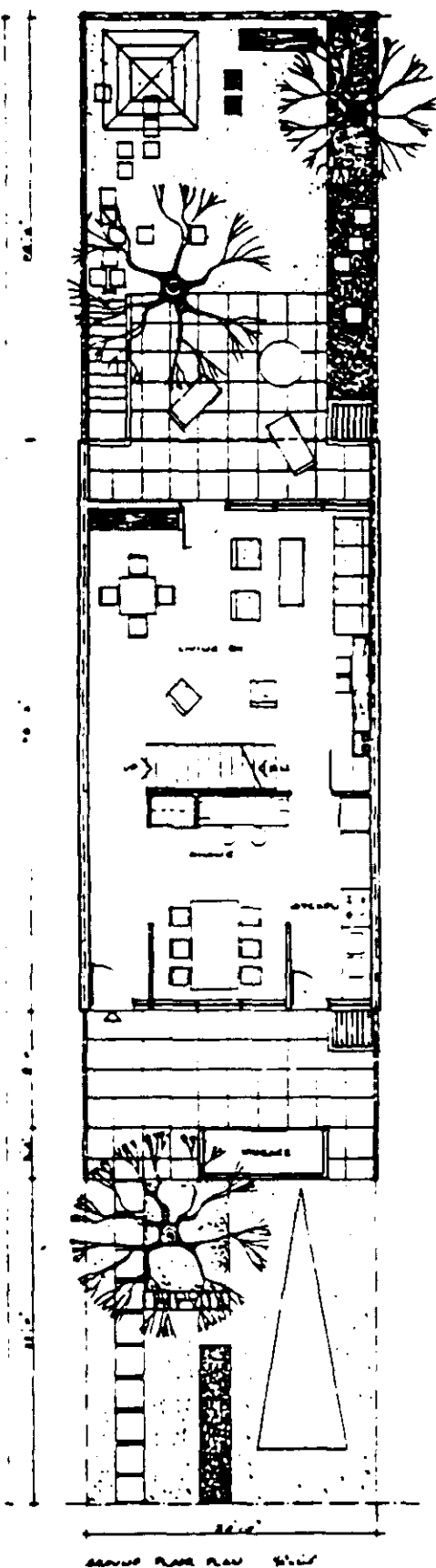
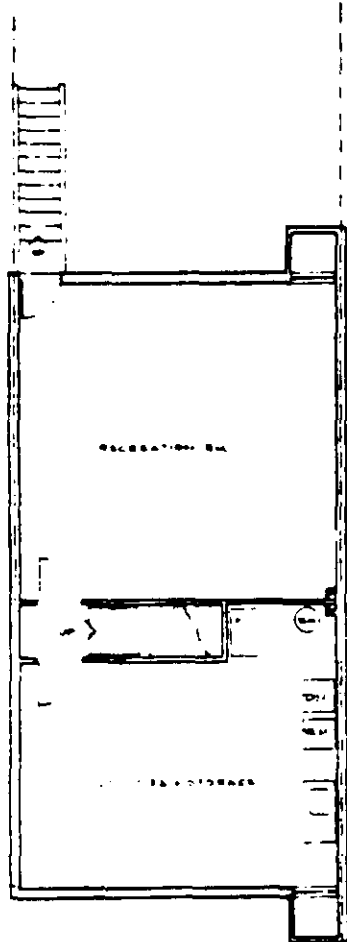
THE UNIVERSITY OF CHICAGO

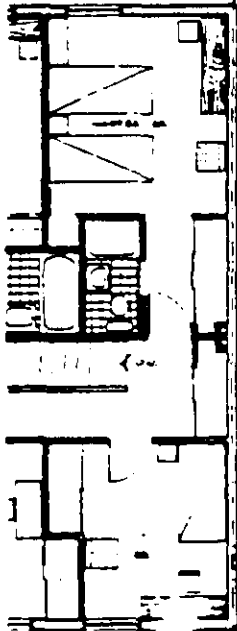
2-2-6 701404313 1-003

১৯৭৭ সালের ১৫ আগস্ট রাতে
 ঢাকা মহানগর পুলিশের ১০১ নম্বর
 থানার পুলিশের ১০১ নম্বর
 থানার পুলিশের ১০১ নম্বর

—

Exhibit D



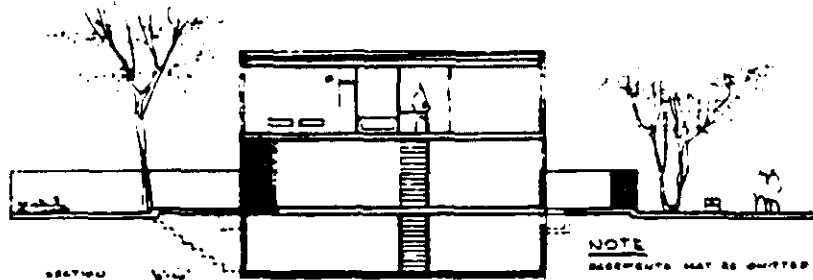


FRONT ELEVATION 1/4" = 1'-0"



REAR ELEVATION 1/4" = 1'-0"

Exhibit E

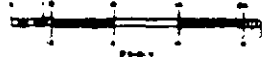


NOTE

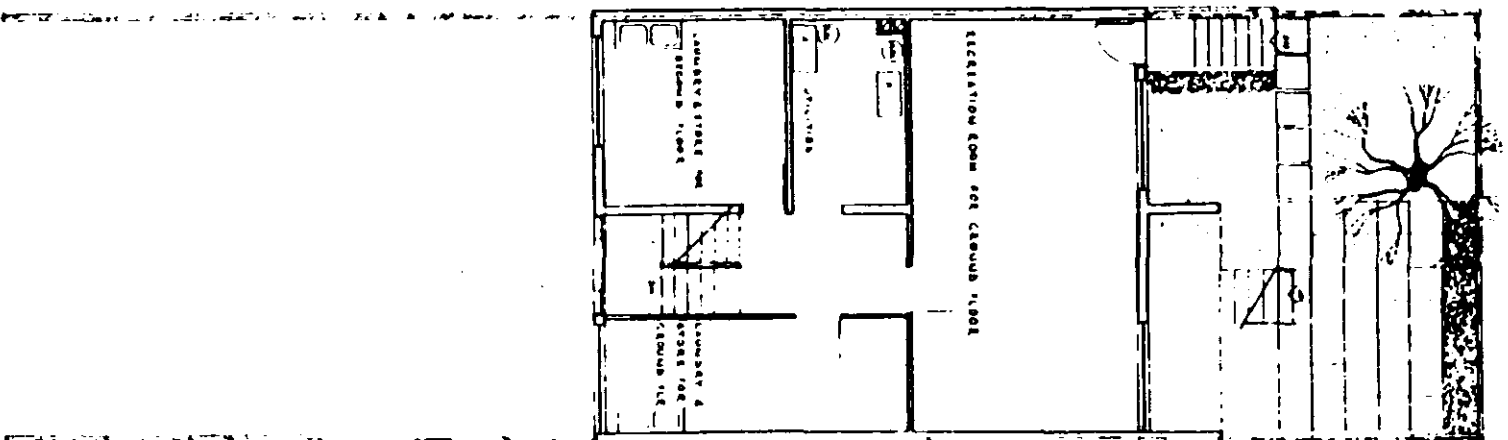
BASEMENTS MAY BE OMITTED IN SOME LOCATIONS WHERE
ADEQUATE DRAINAGE COULD NOT BE OBTAINED.

STATISTICS

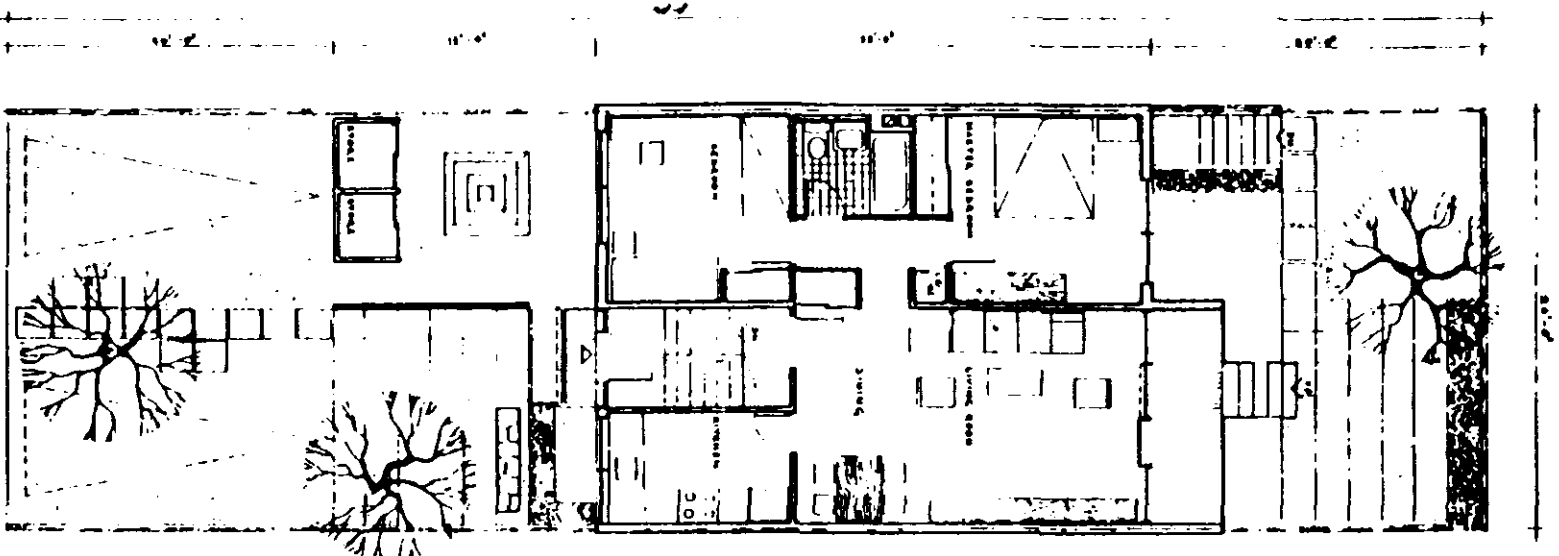
TYPE D, 20 UNIT, 4 BEDROOMS
ALL OVERHEAD DRAINAGE AND HOT WATER
WATER SUPPLY: 20' x 10' x 6"
FLOOR AREA: 1900 sq. ft.
TOTAL: 1900 sq. ft.
HOT WATER: 20' x 10' x 6"
HOT WATER: 20' x 10' x 6"



REDEVELOPMENT AUTHORITY OF THE CITY OF PHILADELPHIA		
EASTWICK REDEVELOPMENT PROJECT		
NEW EASTWICK CORPORATION, REDEVELOPER		
BORIADIS ASSOCIATES INC., CONSULTANTS		
FREESTON ANDRAGE, ARCHITECTURAL CONSULTANT		
DATE: 10/1/61	20 FOOT ROW HOUSE "A"	DATE: 10/1/61
SCALE: AS SHOWN		A.



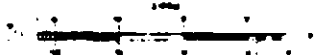
Basement Plan 10' x 10'



Second Floor Plan 10' x 10'

REDEVELOPMENT AUTHORITY OF THE CITY OF PHILADELPHIA	
EASTWICK REDEVELOPMENT PROJECT	
NEW EASTWICK CORPORATION, DEVELOPER	
BOHANNAN ASSOCIATES INC., CONSULTANT	
PETERSON ANDERSON ARCHITECTURAL CONSULTANT	
DUPLEX HOUSE TYPE "C"	
SEE PLAN A-1 SHOWN	
A	

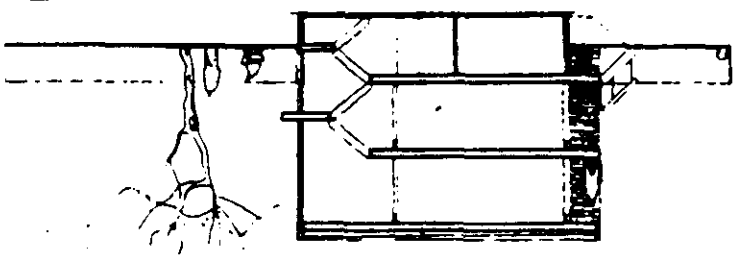
STATISTICS
THE DUPLEX, 34' HIGH, 1' DEPTH
AND BUILT UP 1' BATHING AND 1' AT
AND BUILT UP 1' BATHING AND 1' AT
STREET AREA / 1' AT
TOTAL AREA / 1' AT
TOTAL AREA / 1' AT
TOTAL AREA / 1' AT



NOTE
BATHING MAY BE LIMITED IN SOME LOCATIONS WHERE
ADDITIONAL BATHING SHOULD NOT BE REQUIRED

Exhibit F

SECTION A-A

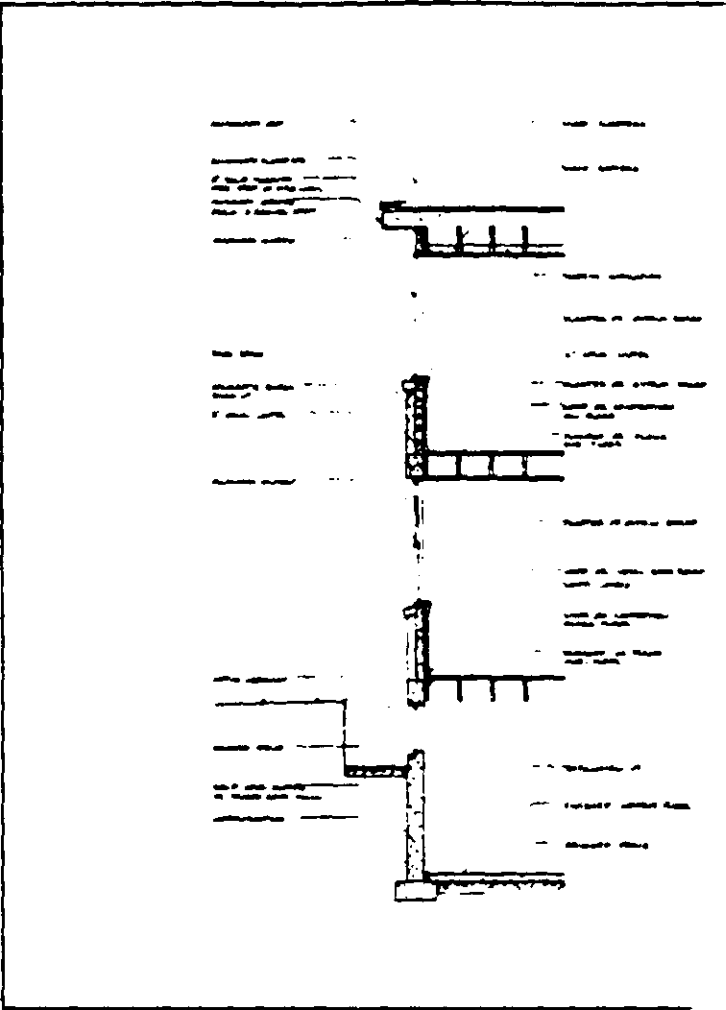


1' BATHING AND 1' AT



1' BATHING AND 1' AT





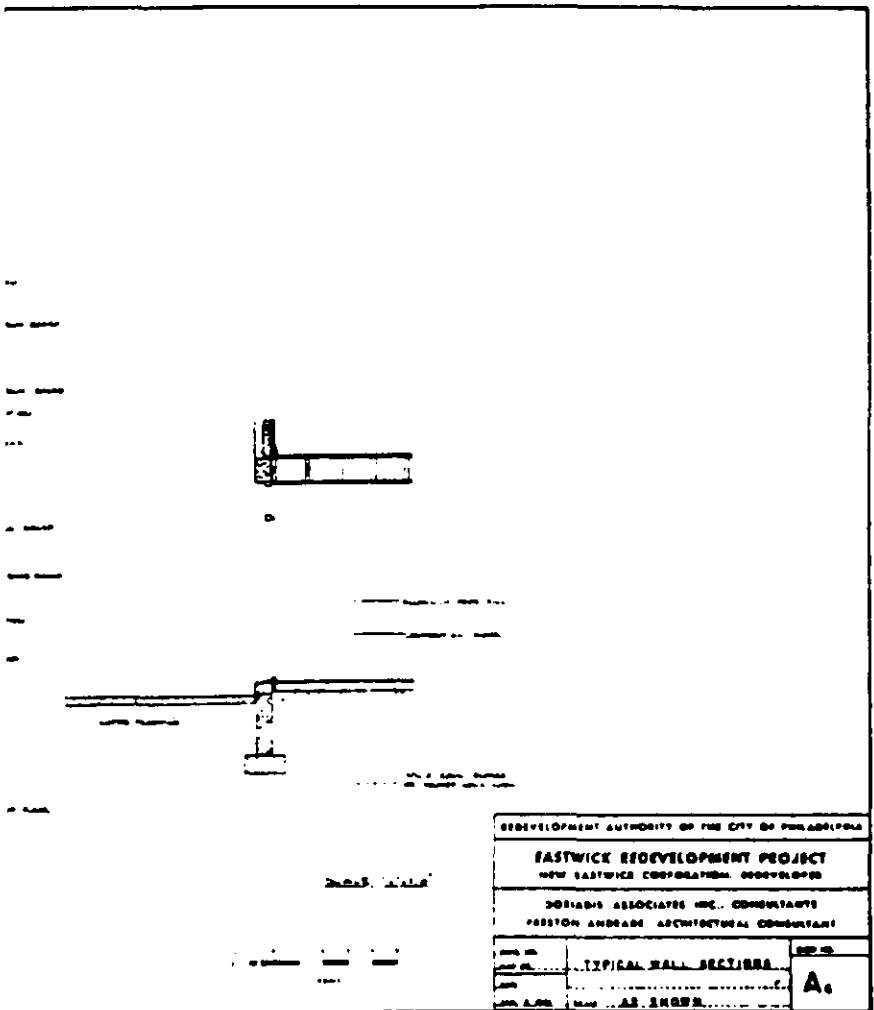


Exhibit G

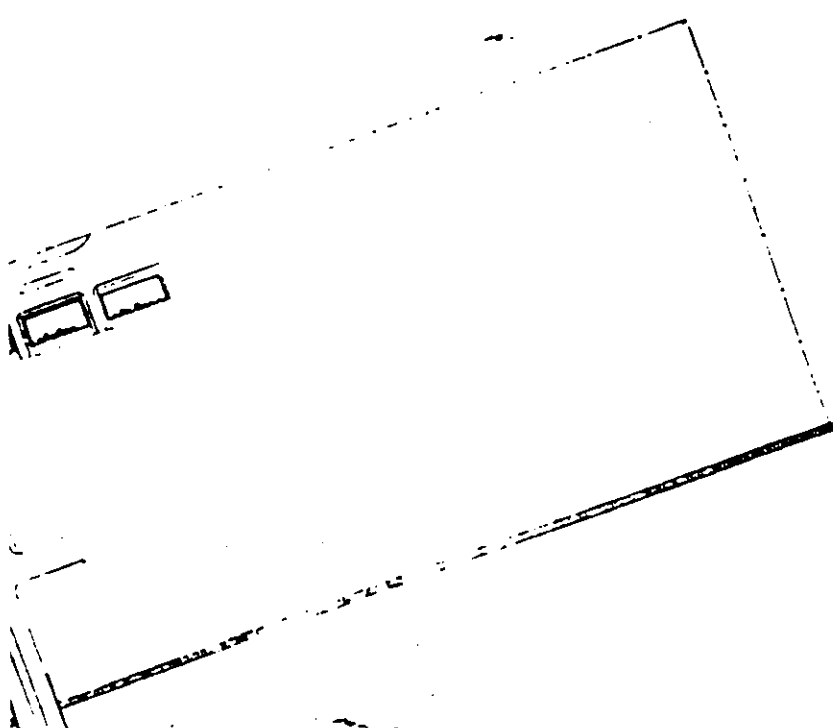
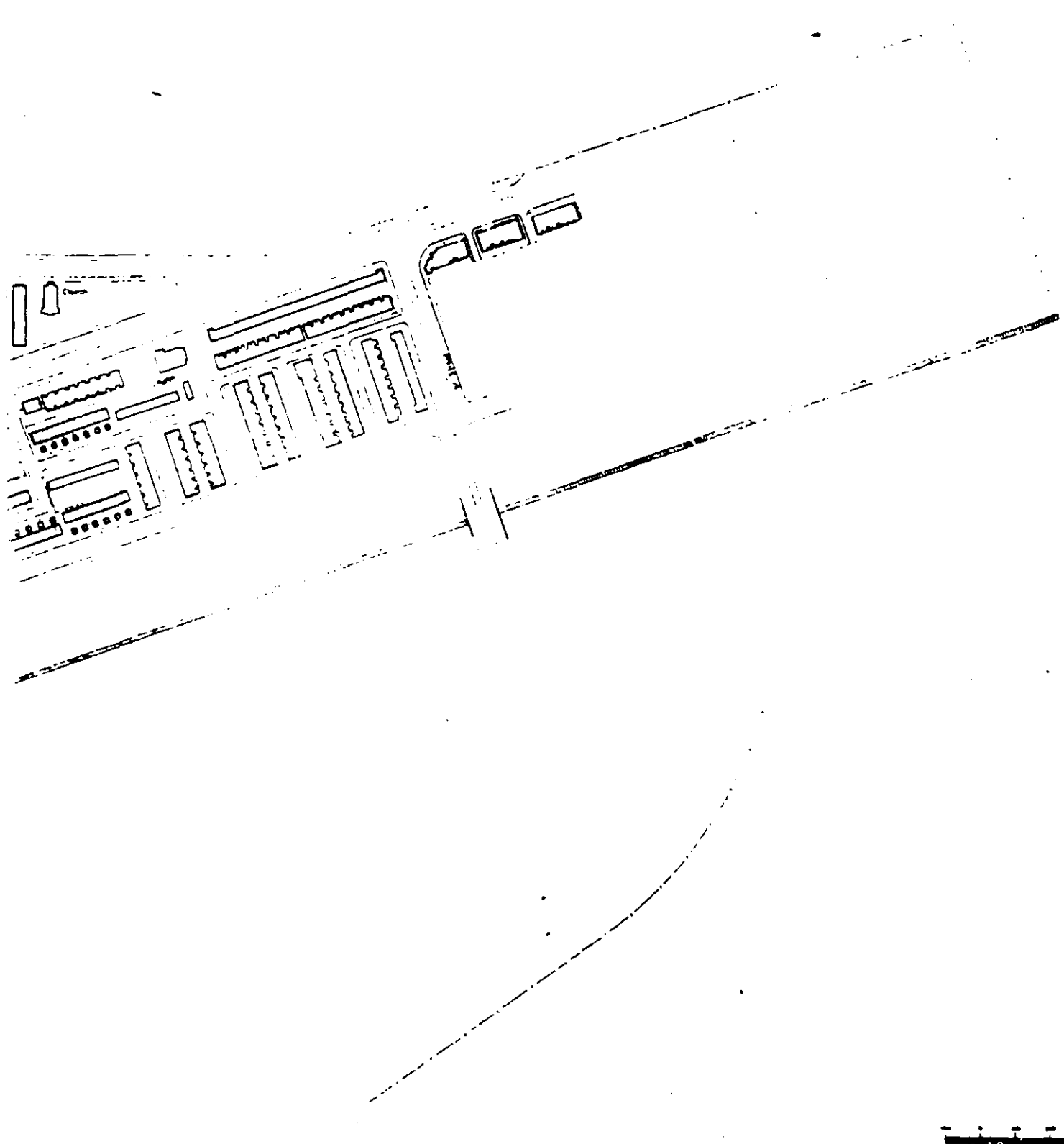
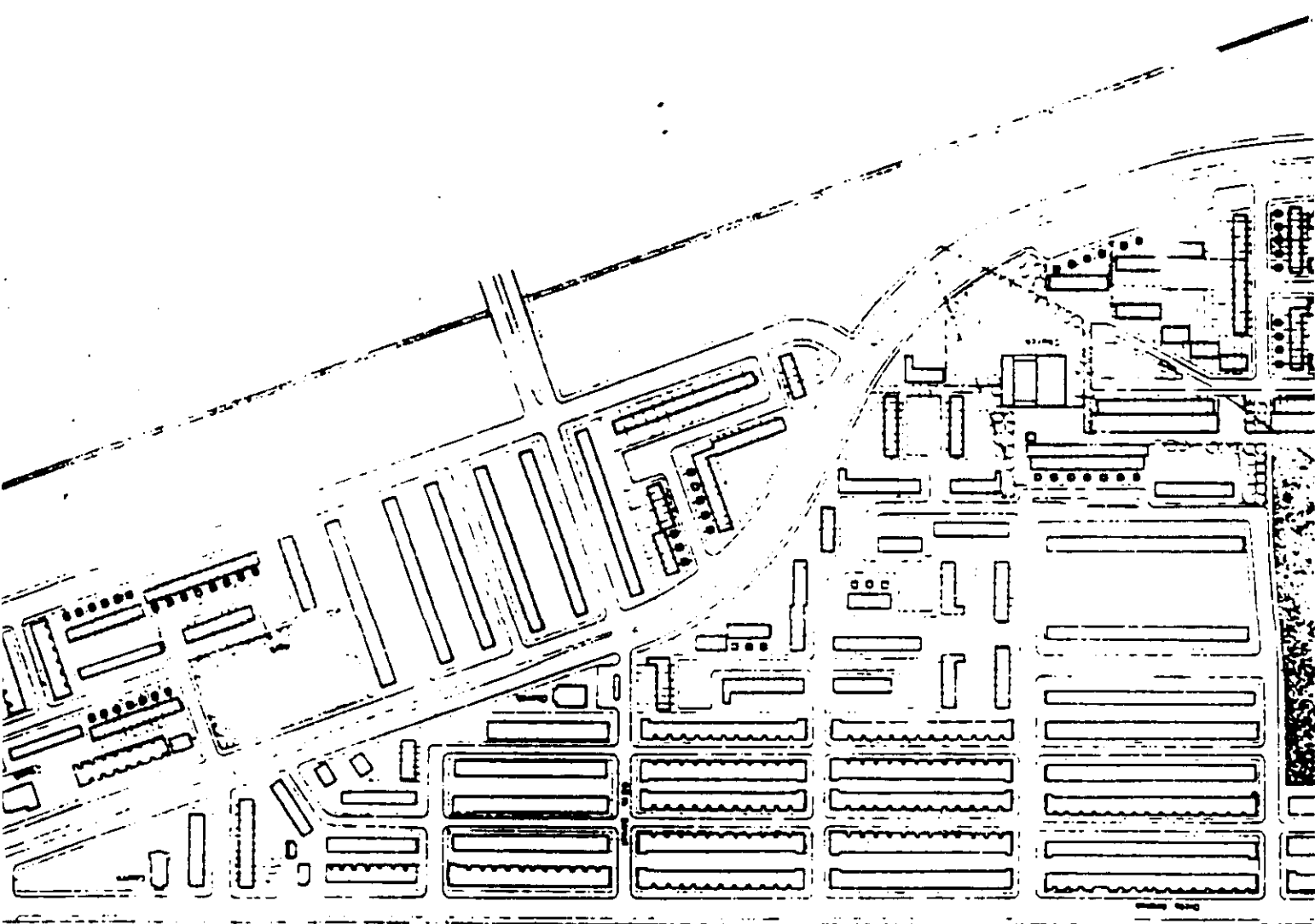


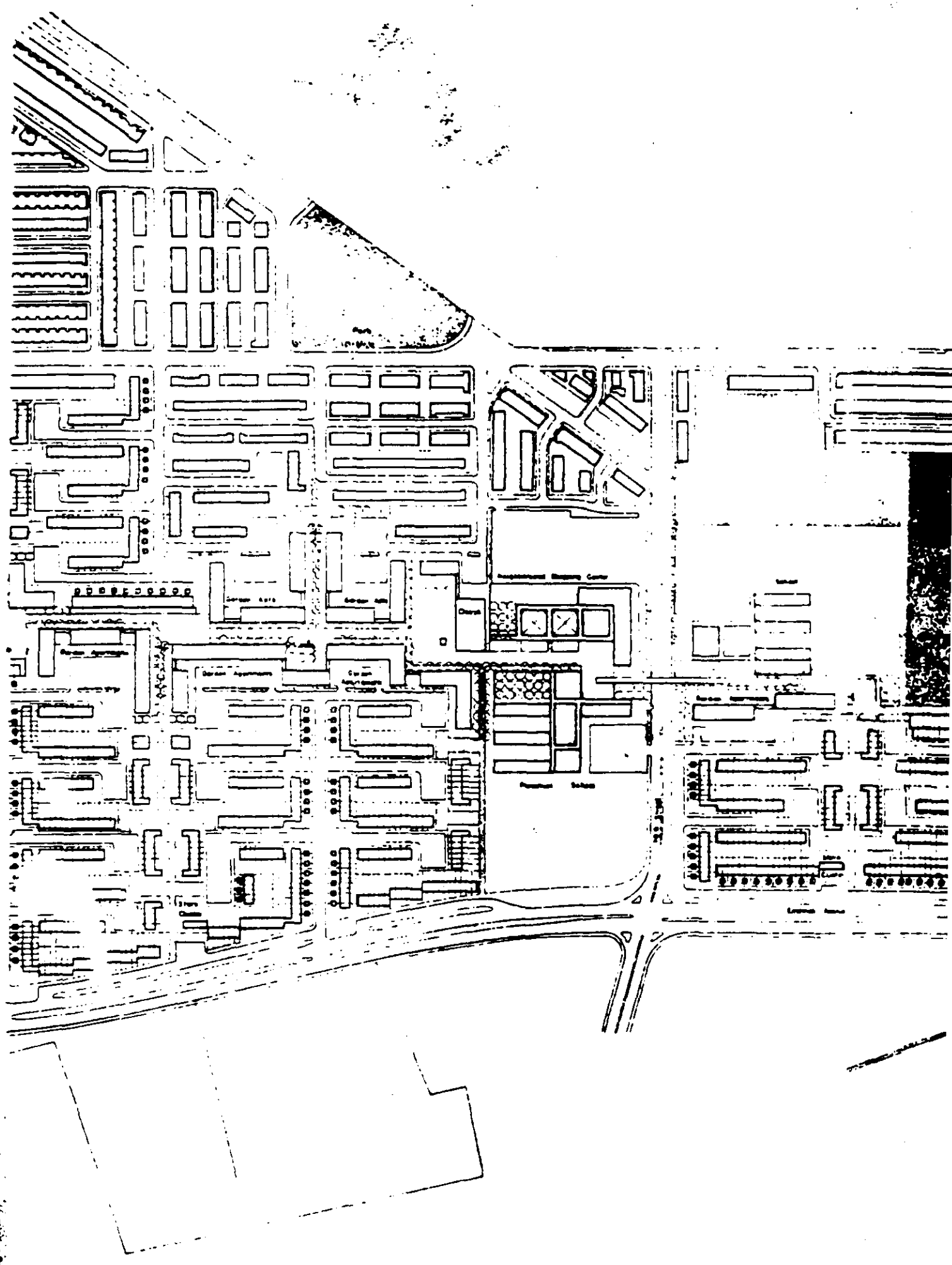
Exhibit H

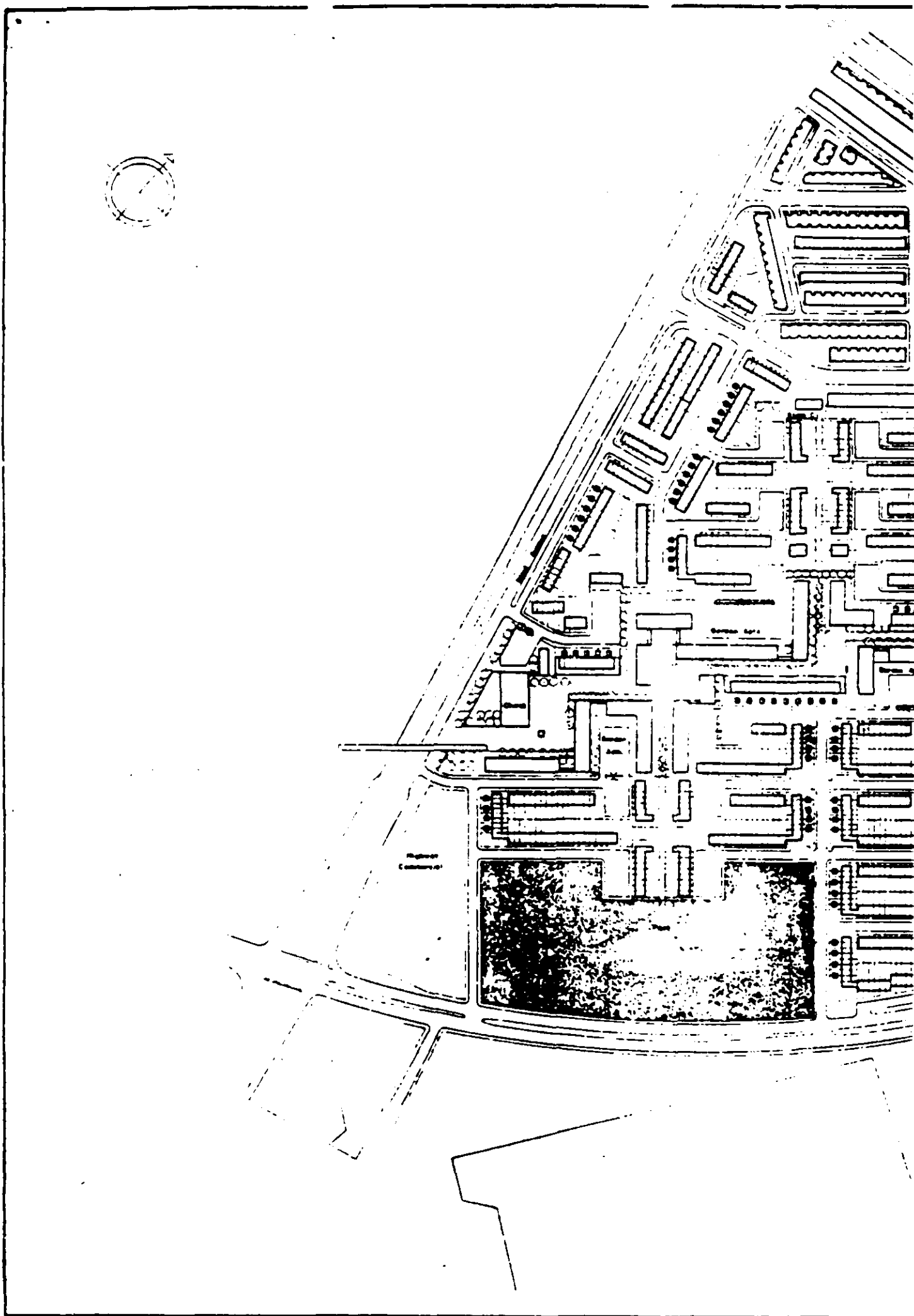


DEVELOPMENT AUTHORITY OF THE CITY OF PASADENA	
LANDUSE DEVELOPMENT PROJECT	
NEW LANDUSE DEVELOPMENT PROJECT	
CERRITOS LANDUSE DIST. (COMMUNITY)	
PASADENA LANDUSE DEVELOPMENT	
DATE	APPROVED







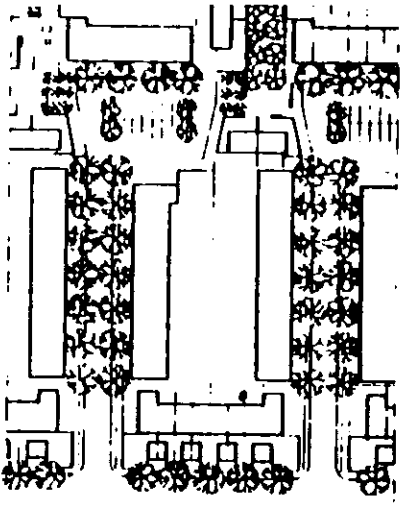




1. 1944-45 season with about three feet of snow
2. The weather was very dry and the ground was very hard
3. The weather was very dry and the ground was very hard
4. The weather was very dry and the ground was very hard
5. The weather was very dry and the ground was very hard
6. The weather was very dry and the ground was very hard
7. The weather was very dry and the ground was very hard
8. The weather was very dry and the ground was very hard
9. The weather was very dry and the ground was very hard
10. The weather was very dry and the ground was very hard

Keywords: *Self-esteem, self-esteem threat, self-esteem threat sensitivity, self-esteem threat sensitivity scale, self-esteem threat sensitivity scale-2*

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 ၂။ နေရာ အမည် နှင့် နေရာအမျိုးအမည်
 ၃။ နေရာ အမည် နှင့် နေရာအမျိုးအမည်
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 ၁၀။ နေရာ အမည် နှင့် နေရာအမျိုးအမည်



DEVELOPMENT ACTIVITY ON THE CITY OF NEWARK	
EASTWICK DEVELOPMENT PROJECT	
NEW EASTWICK COMMUNITY DEVELOPMENT	
POLICE ASSOCIATES INC. CONSULTANTS	
REGIONAL LANDMARK ARCHITECTURAL CONSULTANTS	
LANDMARK, INC. 11700	
REMARKS: AREA	
S.	

Exhibit J

AGREEMENT BETWEEN

REDEVELOPMENT AUTHORITY
OF THE CITY OF PHILADELPHIA

AND

NEW EASTWICK CORPORATION

REDEVELOPMENT OF A PORTION OF
EASTWICK REDEVELOPMENT AREA
EASTWICK URBAN RENEWAL AREA

RECORDED IN DEPARTMENT OF RECORDS IN AND FOR THE CITY
OF PHILADELPHIA IN DEED BOOK C.A.B. No. 1692 PAGE 123, WITNESS
MY HAND AND SEAL OF OFFICE - AUGUST 13, 1961

COMMISSIONER OF RECORDS

SIGNED / CHARLES A. BAKER

VIRGINIA
COMMONWEALTH OF ~~NEW YORK~~ :
COUNTY OF HENRICO : SS

D- 289-263

On the 17th day of August, Anno
Domini, 1981 before me, the subscriber, a Notary Public of the
Virginia
Commonwealth of ~~Pennsylvania~~, residing in the County of

Henrico, personally appeared Grace E. Clarke,

Assistant Secretary of the said NEW EASTWICK CORPORATION
(Redeveloper), who, being duly sworn according to law, deposes and
says that he was personally present at the execution of the above
Agreement and saw the common or corporate seal of the said

NEW EASTWICK CORPORATION (Redeveloper) duly affixed
thereto; that the seal so affixed thereto is the common or cor-
porate seal of the said NEW EASTWICK CORPORATION

(Redeveloper); that the said Agreement was duly signed, sealed
and delivered by D. Paul Bonevac, Vice President of the
said NEW EASTWICK CORPORATION (Redeveloper),

for the uses and purposes therein mentioned, and that the names of
this deponent, Grace E. Clarke, as Assistant
Secretary, and of D. Paul Bonevac, as Vice
President of the said NEW EASTWICK CORPORATION

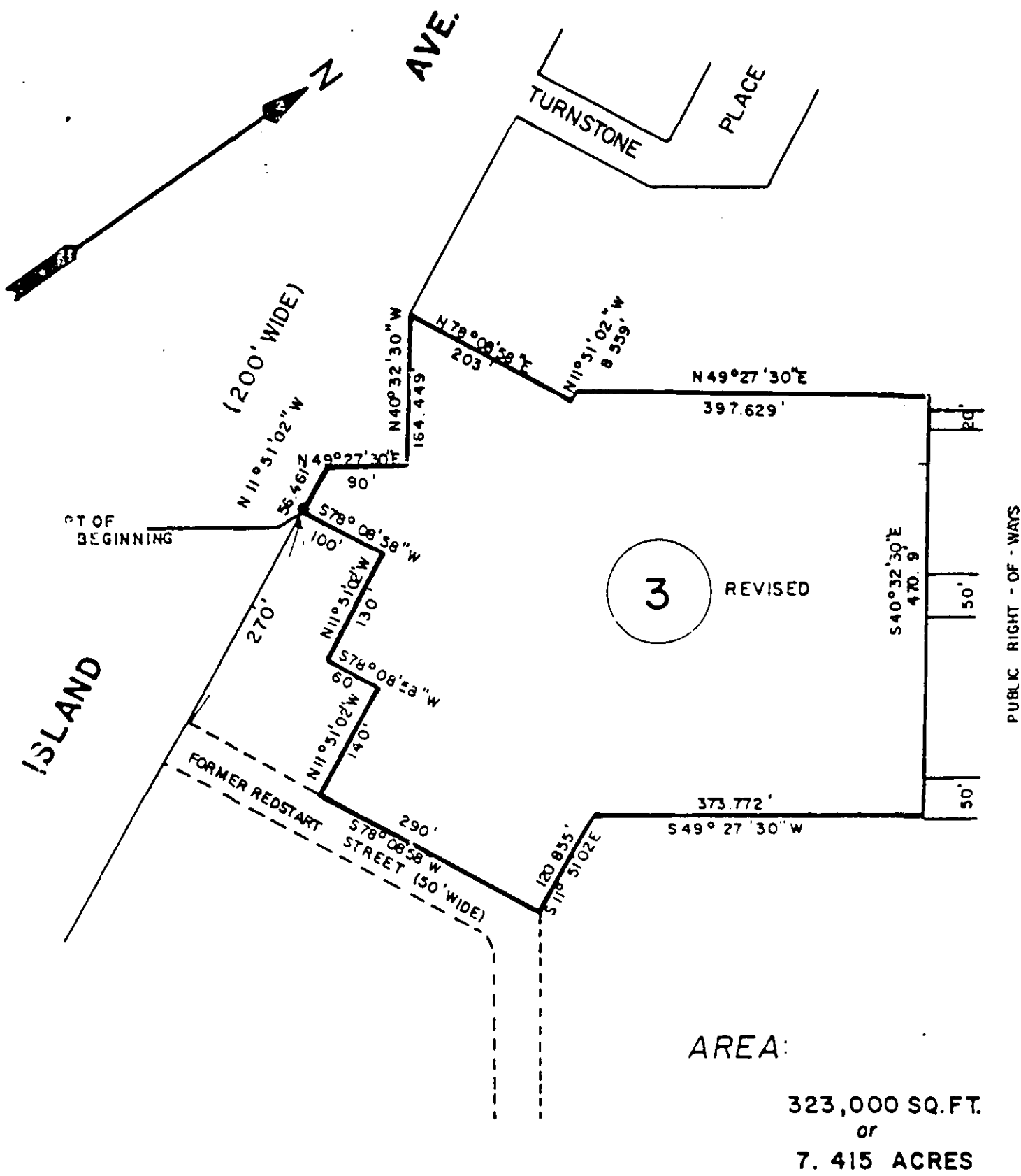
(Redeveloper), subscribed to the above Agreement in attestation of
its due execution and delivery, are of their and each of their
respective handwritings.

Grace E. Clarke
ASSISTANT SECRETARY

Sworn to and subscribed
before me the day and
year aforesaid. WITNESS
my hand and Notarial Seal.

Suzanne W. Anderson
NOTARY PUBLIC

My Commission Expires:
Dec 26, 1983



NOT TO BE USED
FOR TITLE PURPOSES

RDA 00037

REDEVELOPMENT AUTHORITY of the CITY OF PHILADELPHIA		
EASTWICK U.R.A. - DISPOSITION PLOT PLAN - PARCEL # 3 (REVISED)		
REDEVELOPMENT ENGINEERING SERVICES	DRAWN: C.W. MOSELY SCALE: 1" = 150'	DATE: 3 - 2 - 81 SHEET E-DI-3r-1

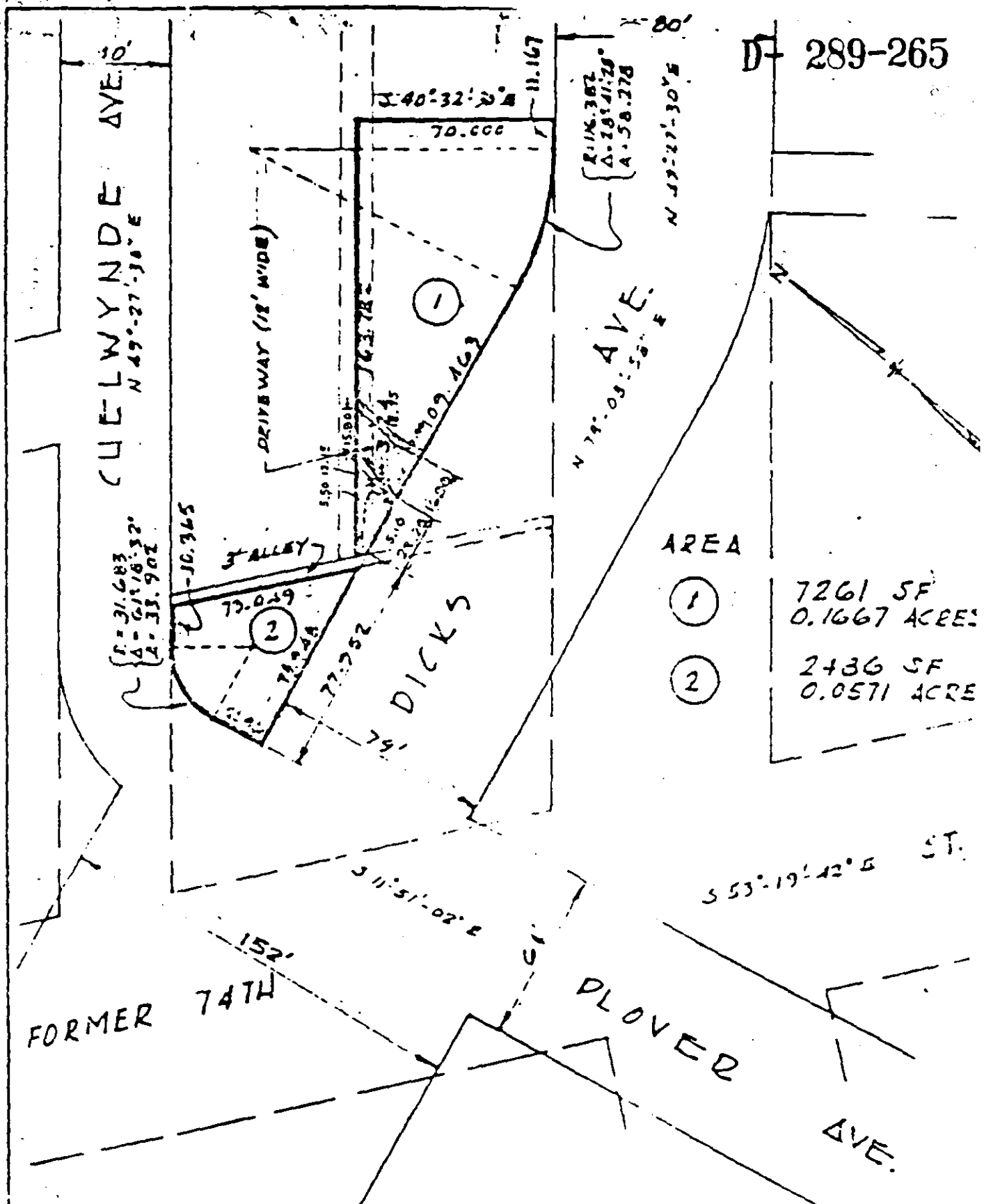
D- 289-264

EXHIBIT "A"

RESIDENTIAL STAGE I

PARCELS 1, 2, 3, 5, 6, 7, 8, 15,
16, 18, 19

~~D-~~ 289-265



RDA 00039

REDEVELOPMENT AUTHORITY OF THE CITY OF PHILADELPHIA

EASTWICK R.A. - DISPOSITION TO CITY OF PHILADELPHIA

JUDSON F. VOGDES JR.
ENGINEER
1109 FOX BLDG PHILA., PA.

BY
SCALE

JFV3
1" = 50'-0"

DATE
No.

7-1-C
E-2012

EASTWICK REDEVELOPMENT AREA

DISPOSITION TO

CITY OF PHILADELPHIA

ALL THOSE CERTAIN lots or pieces of ground with the buildings and improvements thereon, situate in the 40th Ward of the City of Philadelphia, consisting of two parcels described as follows:

Parcel No. 1 BEGINNING at a point on the northerly side of Dicks Avenue (79 feet wide) 77.952 feet more or less east from the easterly side of Chelwynde Avenue (40 feet wide); thence north $53^{\circ}-19'-42''$ west along the northeasterly side of a 3 foot wide alley projected 3.24 feet more or less to a point; thence north $49^{\circ}-27'-30''$ east along the centerline of a twelve foot wide driveway 163.782 feet more or less to a point; thence south $40^{\circ}-32'-30''$ east along a line of property now or late of Harry J. Ricker 70.000 feet more or less to the northwesterly side of Dicks Avenue (80 feet wide); thence south $49^{\circ}-27'-30''$ west along the northwesterly side of Dicks Avenue 11.167 feet more or less to a point of curvature; thence along a curve curving to the right, having a radius of 116.382 feet and central angle of $28^{\circ}-41'-28''$, an arc distance of 58.278 feet to a point of tangency; thence south $78^{\circ}-08'-58''$ west along the northerly side of Dicks Avenue (79 feet wide) 109.463 feet more or less to the Place of BEGINNING.

Containing 0.1667 acres more or less.

and;

Parcel No. 2 BEGINNING at the intersection of the northerly side of Dicks Avenue and the easterly side of Chelwynde Avenue; thence north $11^{\circ}-51'-02''$ west 21.96 feet to a point of curvature; thence along a curve curving to the right, having a radius of 31.683 feet and a central angle of $61^{\circ}-18'-32''$, an arc distance of 33.902 feet to a point; thence north $49^{\circ}-27'-30''$ east along the southeasterly side of Chelwynde Avenue 10.365 feet more or less to a point; thence south $53^{\circ}-19'-42''$ east along the southwesterly side of a three foot wide alley 73.049 feet more or less to the northerly side of Dicks Avenue; thence south $78^{\circ}-08'-58''$ west along the northerly side of Dicks Avenue 73.948 feet more or less to the Place of BEGINNING.

Containing 0.0571 acres more or less.

The two parcels together containing 0.2238 acres more or less.

EASTWICK URBAN RENEWAL AREA

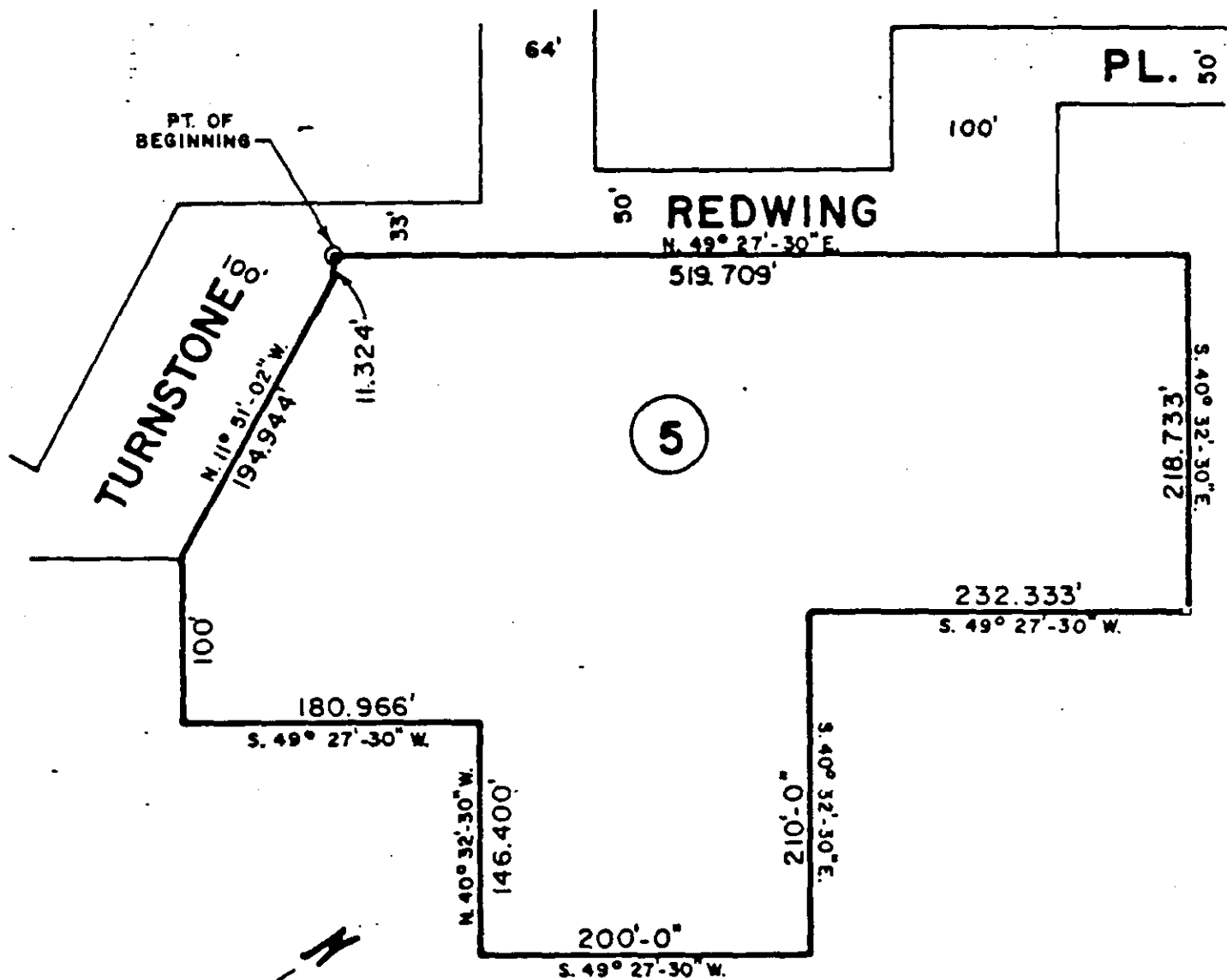
DISPOSITION PARCEL #3 (REVISED)

ALL THOSE CERTAIN lots or pieces of ground Situate in the Fortieth Ward
of the City of Philadelphia, bounded and described as follows:

BEGINNING at a point on the easterly side of Island Avenue (200' wide) at
a distance of 270'-0" northward from the northerly side of former Redstart
Street (50' wide); Thence extending north $11^{\circ} 51' 02''$ west along the easterly
side of said Island Avenue, 56.461' to an angle point; Thence continuing north
 $49^{\circ} 27' - 30''$ east further along the easterly side of Island Avenue 90'-0" to an
angle point; Thence continuing north $40^{\circ} 32' - 30''$ west further along the east-
erly side of said Island Avenue, 164.449' to an angle point; Thence extending
north $78^{\circ} 08' - 58''$ east, 203' to a point; Thence extending north $11^{\circ} 51' 02''$ west
8.559' to a point; Thence extending north $49^{\circ} 27' 30''$ east, 397.629' to a point;
Thence extending south $40^{\circ} 32' 30''$ east crossing the heads of a (20' wide
public right-of-way), a (50' wide public right-of-way) and a (50' wide public
right-of-way), respectively, 470.9' to a point on the southeasterly side of
the last afore-mentioned 50' wide public right-of-way; Thence extending south
 $49^{\circ} - 27' - 30''$ west, 373.772' to a point; Thence extending south $11^{\circ} - 51' - 02''$ east
120.855' to a point on the northerly side of said former Redstart Street;
Thence extending south $78^{\circ} - 08' - 58''$ west along the northerly side of former
Redstart Street, 290' to a point; Thence extending north $11^{\circ} - 51' - 02''$ west,
140' to a point; Thence extending south $78^{\circ} - 08' - 58''$ west, 60' 0" to a point;
Thence extending north $11^{\circ} - 51' - 02''$ west, 130'-0" to a point; Thence extending
south $78^{\circ} - 08' - 58''$ west 100'-0" to the first mentioned point and place of
beginning.

CONTAINING IN AREA: 323,000 square feet or 7.415 acres.

D- 289-269



PARCEL	SQ. FT.	ACRES
5	178,596	4.1000

RDA 00042

REDEVELOPMENT AUTHORITY *of the* CITY OF PHILADELPHIA

EASTWICK URA - DISPOSITION PLOT PLAN-STAGE I-PARCEL No. 5

**REDEVELOPMENT
ENGINEERING
SERVICES**

DRAWN: W F GRIEB

DATE: 2-6-81

SCALE: 1" = 100'

SHEET: E-Di-I-5

D- 289-270

EASTWICK U. R. A.

DISPOSITION PARCEL #5

STAGE I

ALL THAT CERTAIN lot or piece of ground situate in the 40th Ward of the City of Philadelphia bounded and described as follows:

BEGINNING at a point formed by the intersection of the northeasterly side of Turnstone Place (varying width) and the southeasterly side of Redwing Place (varying width); thence extending N. $49^{\circ} 27' - 30''$ east along the southeasterly side of Redwing Place 519.709' to a point; thence extending S. $40^{\circ} 32' - 30''$ east 218.733' to a point; thence extending S. $49^{\circ} 27' - 30''$ west, 232.333' to a point; thence extending S. $40^{\circ} 32' - 30''$ east, 210'-0" to a point; thence extending S. $49^{\circ} 27' - 30''$ west, 200'-0" to a point; thence extending N. $40^{\circ} 32' - 30''$ west, 146.400' to a point; thence extending S. $49^{\circ} 27' - 30''$ west a distance of 180.966' to a point; thence extending N. $40^{\circ} 32' - 30''$ west, 100'-0" to a point on the northeasterly side of said Turnstone Place; thence extending N. $11^{\circ} 51' - 02''$ west along the northeasterly side of Turnstone Place, 194.944' to an angle point; thence continuing N. $40^{\circ} 32' - 30''$ west, further along Turnstone Place 11.324' to the first mentioned point and place of beginning.

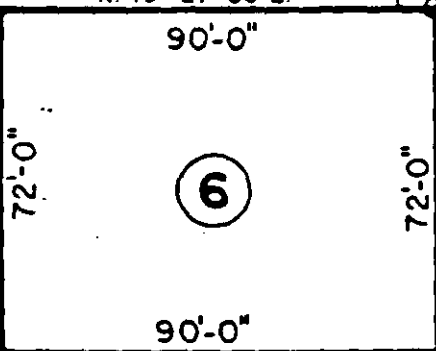
CONTAINING IN AREA 178,596 square feet or 4.100 acres.

D- 289-271

PARCEL	SQ. FT.	ACRES
6	6,480	0.1488

PEREGRINE
PLACE

N 40° 32' 30" W.



N. 49° 27' 30" E.

90'-0"

6

90'-0"

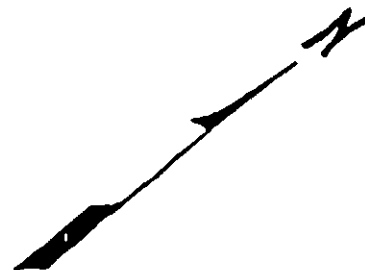
S. 49° 27' 30" W.

HENSLOW
PLACE

PT. OF
BEGINNING

100'

HENSLOW PL.



RDA 00044

REDEVELOPMENT AUTHORITY of the CITY OF PHILADELPHIA
EASTWICK URA DISPOSITION PLOT PLAN-STAGE I - PARCEL No. 6

REDEVELOPMENT
ENGINEERING
SERVICES

DRAWN: W. F. GRIEB

SCALE: 1" = 40'

DATE: 2-6-81

SHEET: E-Di-I-6

D- 289-272

ORIGINAL
(red)

LEGAL DESCRIPTION

EASTWICK URBAN RENEWAL AREA

DISPOSITION PARCEL NO. 6

ALL THAT CERTAIN lot or piece of ground situate in the 40th Ward of the City of Philadelphia bounded and described as follows:

BEGINNING at a point on the southwesterly side of Henslow Place (100 feet wide) measured South $40^{\circ}-32'-30''$ East along the southwesterly side of said Henslow Place (part variable width and part 100 feet wide) the distance of 108 feet from the southeasterly side of Peregrine Place (50 feet wide); thence extending South $40^{\circ}-32'-30''$ East along the southwesterly side of said Henslow Place (part 100 feet wide and part 25 feet wide) the distance of 72 feet to a point on the northwesterly side of Henslow Place (50 feet wide) thence South $49^{\circ}-27'-30''$ West along the northwesterly side of said Henslow Place (50 feet wide) 90 feet to a point; thence North $40^{\circ}-32'-30''$ West 72 feet to a point; thence North $49^{\circ}-27'-30''$ East 90 feet to a point on the southwesterly side of said Henslow Place (100 feet wide) being the first mentioned point and place of beginning.

CONTAINING IN AREA 6,480 square feet or 0.1488 acres.

D- 289-273

64'

PEREGRINE (50' WIDE) PL.

PT. OF BEGINNING

N. 49° 27' - 30" E.
366'-0"

ST.

74th

180'-0"
S. 40° 32' - 30" E.

7

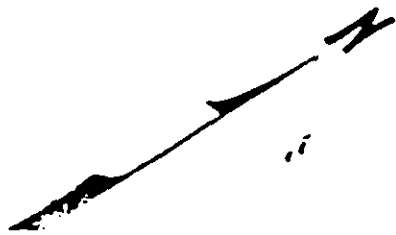
75'-0"
S. 49° 27' - 30" W.

HENSLOW PL.
N. 40° 32' - 30" W.
90'-0"

291'-0"
S. 49° 27' - 30" W.

HENSLOW (50' WIDE) PL.

64'



PARCEL	SQ. FT.	ACRES
7	59,130	1.3574

RDA 00046

REDEVELOPMENT AUTHORITY of the CITY OF PHILADELPHIA

EASTWICK URA DISPOSITION PLOT PLAN STAGE I PARCEL No. 7

REDEVELOPMENT
ENGINEERING
SERVICES

DRAWN: W. F. GRIEB

DATE: 2-6-81

SCALE: 1" = 60'

SHEET: E-Di-I-7

EASTWICK U. R. A.

D- 289-274

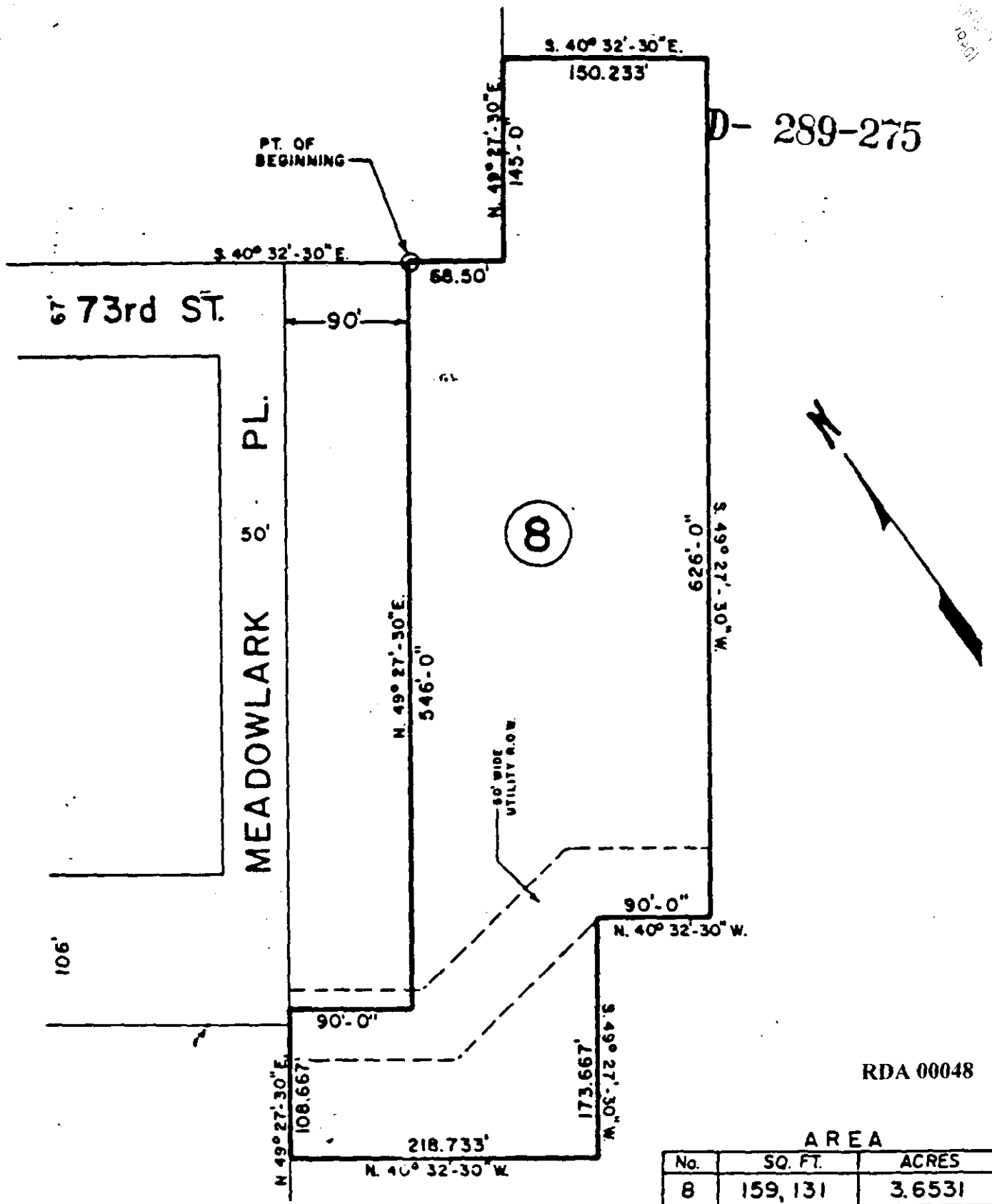
DISPOSITION PARCEL #7

STAGE I

ALL THAT CERTAIN lot or piece of ground situate in the 40th Ward of the City of Philadelphia, bounded and described as follows:

BEGINNING at a point formed by the intersection of the southeasterly side of Peregrine Place (50' wide) and the south westerly side of 74th Street (64' wide); thence extending S. $40^{\circ} 32' - 30''$ east along the southwesterly side of said 74th Street, 180' 0" to a point on the northwesterly side of Henslow Place (50' wide); thence extending S. $49^{\circ} 27' 30''$ west along the north westerly side of said Henslow Place, a distance of 291'-0" to a point; thence continuing N. $40^{\circ} 32' - 30''$ west along another leg of Henslow Place, a distance of 90' 0" to a point; thence continuing S. $49^{\circ} 27' - 30''$ west along another leg of Henslow Place, a distance of 75'-0" to a point; thence continuing N. $40^{\circ} 32' - 30''$ west along another leg of Henslow Place, a distance of 90'-0" to a point on the southeasterly side of said Peregrine Place; thence extending N. $49^{\circ} 27' - 30''$ east, along the southeasterly side of Peregrine Place a distance of 366'-0" to the first mentioned point and place of beginning.

CONTAINING IN AREA 59,130 square feet or 1.3574 acres.



REDEVELOPMENT AUTHORITY of the CITY OF PHILADELPHIA
 EASTWICK URA - DISPOSITION PLOT PLAN - STAGE I - PARCEL No. 8

REDEVELOPMENT
 ENGINEERING
 SERVICES

DRAWN: W. F. GRIEB
 SCALE: 1" = 100'

DATE: 2-6-81
 SHEET: E-Di-I-8

EASTWICK URBAN RENEWAL AREA

DISPOSITION PARCEL #8

D- 289-276

STAGE I

ALL THAT CERTAIN lot or piece of ground Situate in the 40th Ward of the City of Philadelphia, bounded and described as follows:

BEGINNING at a point 90'-0" southeast from the intersection of the north-east side of 73rd Street (67' wide) and the southeast side of Meadowlark Place (50' wide) measured along the extension of the aforesaid 73rd Street; thence continuing south 40° 32'-30" east, 68.50' to a point; thence extending north 49° 27'-30" east, a distance of 145'-0" to a point; thence extending south 40° 32'-30" east, 150.233' to a point; thence extending south 49° 27'-30" west, crossing the bed of a 50' wide utility right-of-way 626'-0" to a point; thence extending N. 40° 32' 30" west, 90'-0" to a point; thence extending south 49° 27' 30" west, a distance of 173.667' to a point; thence extending north 40° 32'-30" west, along a line parallel to said 73rd Street, a distance of 218.733' to a point; thence extending north 49° 27'-30" east, in part along the southeasterly side of Meadowlark Place, recrossing the aforesaid right-of-way, 108.667' to a point; thence extending south 40° 32'-30" east, 90'-0" to a point; thence extending north 49° 27'-30" east, along a line parallel to said Meadowlark Place, 546'-0" to the first mentioned point and place of beginning.

CONTAINING in area: 159,131 sq. ft. or 3.6531 acres.

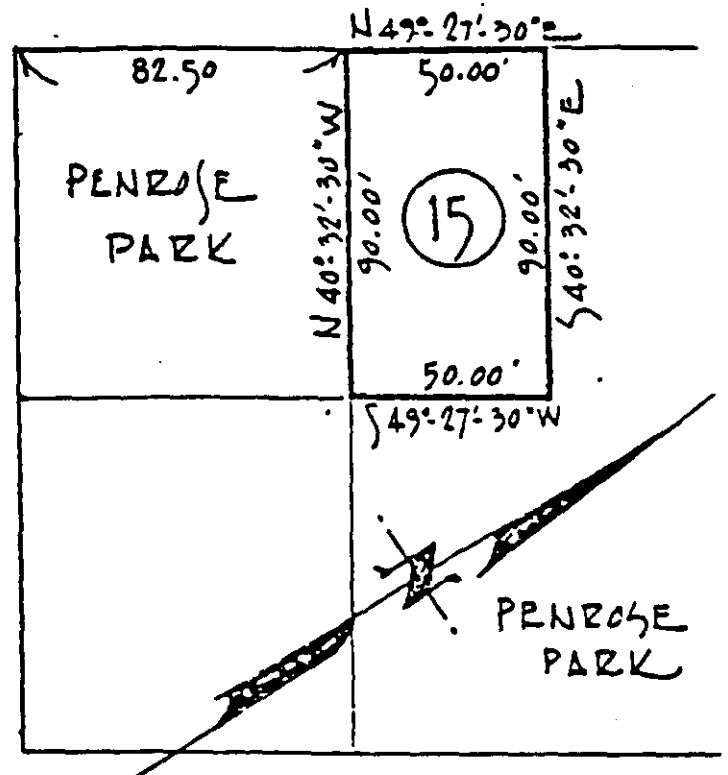
88'

D- 289-277

50' REEDDIED PL.

160'

70TH



72' WAXWING PL.

130'

AREA:
4500 } Q. FT.
0.1033 } ACRE

NOT TO BE USED
FOR TITLE PURPOSES

RDA 00050

REDEVELOPMENT AUTHORITY OF THE CITY OF PHILADELPHIA

EASTWICK U.Z.A. RESIDENTIAL STAGE I-DISP. PLAN

JUDSON F. VOGDES, III
ENGINEER
PHILADELPHIA, PENNA.

BY
SCALE

VJR
1"=50'-0"

DATE
No.

7-11-72
E-12-3-15

LEGAL DESCRIPTION

DISPOSITION PARCEL NO. 15

EASTWICK URBAN RENEWAL AREA

RESIDENTIAL STAGE I

ALL THOSE CERTAIN lots or pieces of ground with the buildings and improvements thereon, being Disposition Parcel No. 15 in the Eastwick Urban Renewal Area, Residential Stage I, situate in the 40th Ward of the City of Philadelphia, described as follows:

BEGINNING AT a point on the southeasterly side of Reedbird Place (50 feet wide), 82.50 feet, more or less, northeast of the northeasterly side of Seventieth Street (160 feet); thence extending north $49^{\circ}-27'-30''$ east along the the southeasterly side of Reedbird Place, 50.00 feet, more or less, to a point; thence extending south $40^{\circ}-32'-30''$ east along a line at right angles to Reedbird Place, 90.00 feet, more or less, to a point; thence extending south $49^{\circ}-27'-30''$ west along a line parallel with Reedbird Place, 50.00 feet, more or less, to a point; thence extending north $40^{\circ}-32'-30''$ west along a line at right angles to Reedbird Place, 90.00 feet, more or less, to the place of beginning, containing 0.1033 acres, more or less.

80'

D- 289-279

REEDWOOD PL.

160'

70TH

PENROSE
PARK

N 49°-27'-30" E

82.50'

N 40°-32'-30" W

90.00'

16

90.00'

S 40°-32'-30" E

PENROSE
PARK

82.50'

S 49°-27'-30" W

72' WAXWING PL.

130'

NOT TO BE USED
FOR TITLE PURPOSES

AREA:
7425 } Q. FT.
0.1704 ACRES

RDA 00052

REDEVELOPMENT AUTHORITY OF THE CITY OF PHILADELPHIA

EASTWICK U.R.A. RESIDENTIAL STAGE I- DISP. PARCEL #16

JUDSON F. VOGDES, III

BY

VSZ DATE

7-11-77

LEGAL DESCRIPTION

EASTWICK U.R.A. STAGE I

D- 289-280

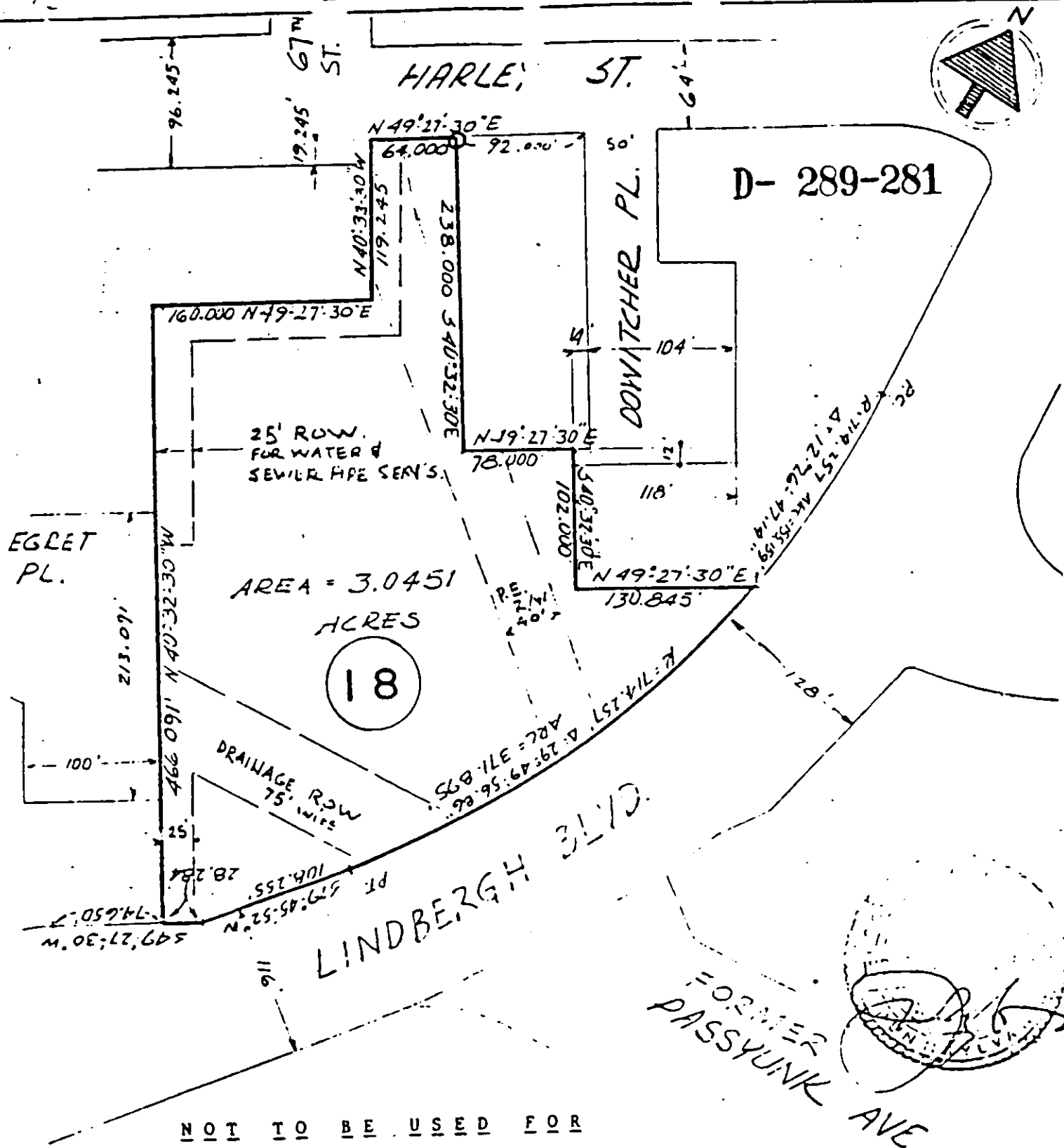
PLOT PLAN

DISPOSITION PARCEL NO. 16

ALL THAT CERTAIN lot or piece of ground situate in the Fortieth Ward of the City of Philadelphia bounded and described as follows:

BEGINNING at a point formed by the intersection of the southeasterly side of Waxwing Place (72' wide) and the northeasterly side of 70th Street (160' wide); thence extending N.40° 32'-30" W. along the said northeasterly side of 70th Street 90.00 feet to a point; thence extending N.49° 27'-30" E. 82.50 feet to a point; thence extending S.40° 32'-30" E. 90.00 feet to a point; thence extending S.49° 27'-30" W. along the southeasterly side of Waxwing Place 82.50 feet to the first mentioned point and place of beginning.

CONTAINING IN AREA 7425 square feet or 0.1704 acres.



NOT TO BE USED FOR
TITLE PURPOSES

EASTWICK REDEVELOPMENT AREA
STAGE I
PROPOSED CHURCH SITE - LINDBERGH BLVD. @ 67TH ST
40 TH WARD

1" = 100'-0"

RDA 00054

WCR JR

LEGAL DESCRIPTION

EASTWICK U.R.A. STAGE I

D- 289-282

PLOT PLAN

DISPOSITION PARCEL NO. 18

ALL THAT CERTAIN lot or piece of ground situate in the Fortieth Ward of the City of Philadelphia bounded and described as follows:

BEGINNING at a point on the southeasterly side of Harley Street (64' wide) said point being S.49° 27'-30" W. 92.00 feet from the intersection of said southeasterly side of Harley Street and the southwesterly side of Dowitcher Place (50' wide); thence extending S.40° 32'-30" E. partially crossing the bed of a 40 foot wide Philadelphia Electric Co. right-of-way 238' to a point; thence extending N.49° 27'-30" E. 78.00 feet through said right-of-way to a point on a southwesterly side of Dowitcher Place (118' wide); thence extending S.40° 32'-30" E. along said southwesterly side of Dowitcher Place and extension thereof 102.00 feet to a point; thence extending N.49° 27'-30" E. 130.845 feet to a point on the westerly side of Lindbergh Boulevard (variable width); thence extending along a curve to the right, having a radius of 714.257 feet, along said westerly side of Lindbergh Boulevard, crossing the 40 foot wide aforementioned Philadelphia Electric right-of-way and a 75 foot wide drainage right-of-way, an arc distance of 371.895 feet to a point of tangency; thence continuing S.29° 45'-52" W. along Lindbergh Boulevard, 108.255 feet to an angle point; thence continuing S.49° 27'-30" W. crossing a 25 foot wide sewer and water pipe right-of-way 28.284 feet to a point on the southwesterly side of said right-of-way; thence extending N.40° 32'-30" W. along a line consisting of the southwesterly side of the 25 foot wide sewer and water pipe right-of-way and the northeasterly side of Egret Place (variable width) 466.091 feet to a point; thence extending N.49° 27'30" E. along a line being the northwesterly side of the aforementioned pipe right-of-way, 160.00 feet to a point; thence extending N.40° 32'-30" W. along a line being the southwesterly side of the aforementioned pipe right-of-way, 119.245 feet to a point on the southeasterly side of Harley Street; thence extending N.49° 27'-30' E. along the southeasterly side of Harley Street 64.00 feet to the first mentioned point and place of beginning.

CONTAINING IN AREA 132,647 square feet or 3.0451 acres

64 TH. ST. (70' WIDE)

D- 289-283.

DOREL AVE. (40' WIDE)

S 40° 32' 30" E

59.779

100.082

N 40° 32' 30" W

72.500

299.978

N 49° 27' 30" E

N 49° 27' 30" E

N 40° 32' 30" W

130.452

AREA = 30803 SQ. FT.
0.7071 ACRES

(108' WIDE)

LINDENBERGH BLVD.

NOT TO BE
USED FOR
TITLE
PURPOSES

65 TH. ST. (70' WIDE)

REDEVELOPMENT AUTHORITY OF THE CITY OF PHILADELPHIA

EASTWICK URBAN RENEWAL AREA - CHURCH SITE

JUDSON F. VOGDES JR.
ENGINEER

1100 EBY BLVD PHILA PA

BY

MLW

SCALE

1" = 60'-0"

DATE

6-27-67

No.

E-

RDA 00056

D- 289-284

EASTWICK REDEVELOPMENT AREA

**DISPOSITION OF CHURCH SITE
(65th and Lindbergh Boulevard)**

LEGAL DESCRIPTION 19

ALL THOSE CERTAIN lots or pieces of ground with the buildings and improvements thereon, situate in the Fourtieth Ward of the City of Philadelphia, described as follows:

BEGINNING at the intersection of the westerly side of Lindbergh Boulevard (108 feet wide) and the southwesterly side of Sixty-Fourth Street (70 feet wide); thence South $29^{\circ}-45'-52''$ East along the westerly side of Lindbergh Boulevard 424.851 feet to the northeasterly side of Sixty-Fifth Street (70 feet wide); thence North $40^{\circ}-32'-30''$ West along the northeasterly side of Sixty-Fifth Street 130.452 feet more or less to a point thence North $49^{\circ}-27'-30''$ East along a line of property now or late of Joseph A. Meloney, et ux, 299.918 feet more or less to a point thence North $40^{\circ}-32'-30''$ West along a line of the aforesaid Meloney property 72.500 feet more or less to the southeasterly side of Dorel Avenue (40 feet wide) thence North $49^{\circ}-27'-30''$ East along the southeasterly side of Dorel Avenue 100.082 feet more or less to the southwesterly side of Sixty-Fourth Street thence South $40^{\circ}-32'-30''$ East along the southwesterly side of Sixty-Fourth Street 59.779 feet to the place of beginning.

CONTAINING 0.7071 acres more or less.

EXHIBIT "B"
RESIDENTIAL STAGE II

D- 289-285

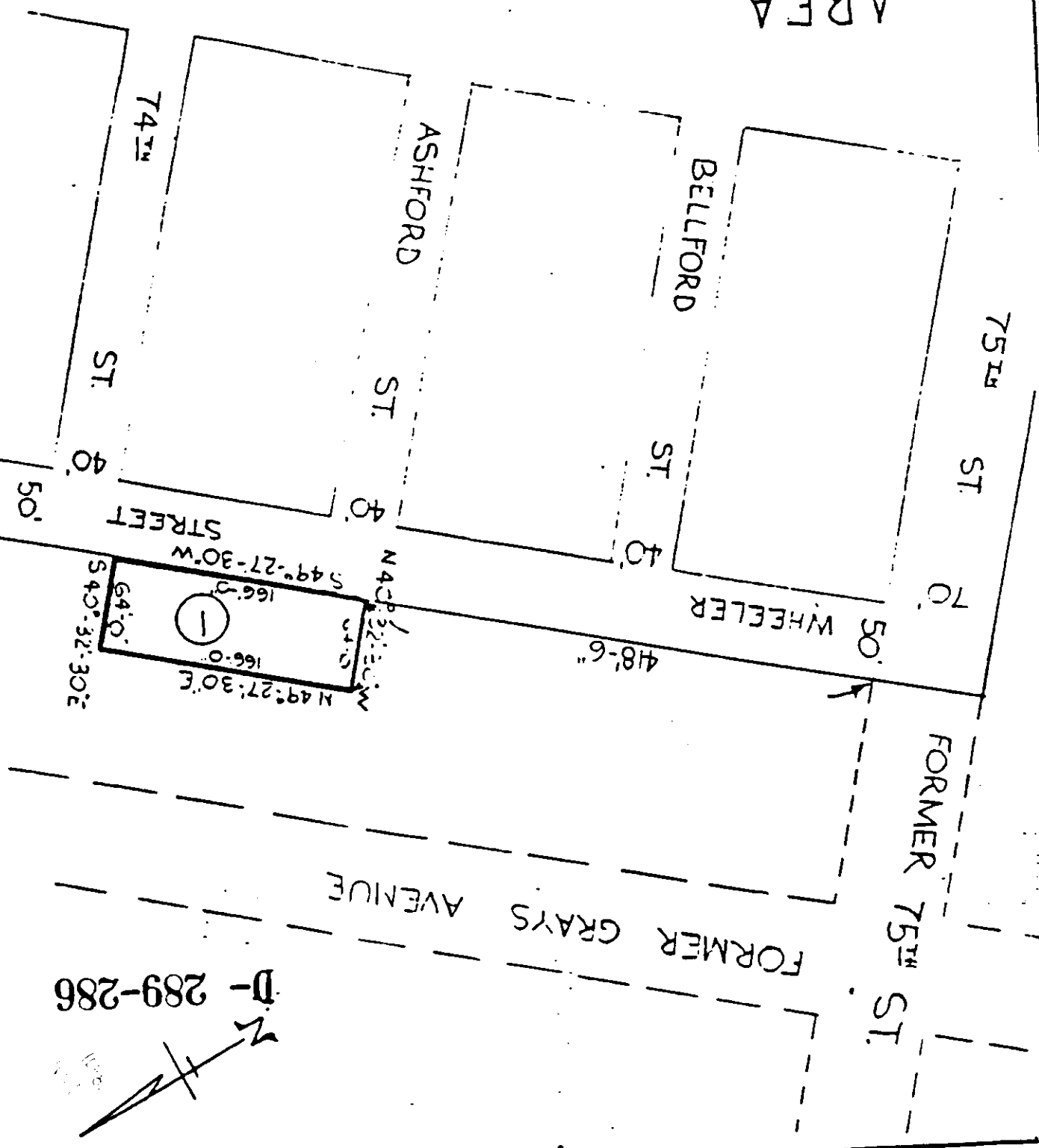
PARCELS 1,2,3,4,5,6,8,9,10A, 10B,
11, 13, 14, 15, 16, 17, 18, 19,
20, 43, 44, 48, 48A, 56A, 56B, 57A,
57B, 58A, 58B, 58C, 58D, 59A, 61A,

67

O Kerman?

RDA 00059

AREA
10,624 SQ. FT.
0.2439 ACRES



D-289-286

D- 289-287

LEGAL DESCRIPTION

DISPOSITION PARCEL NO. 1

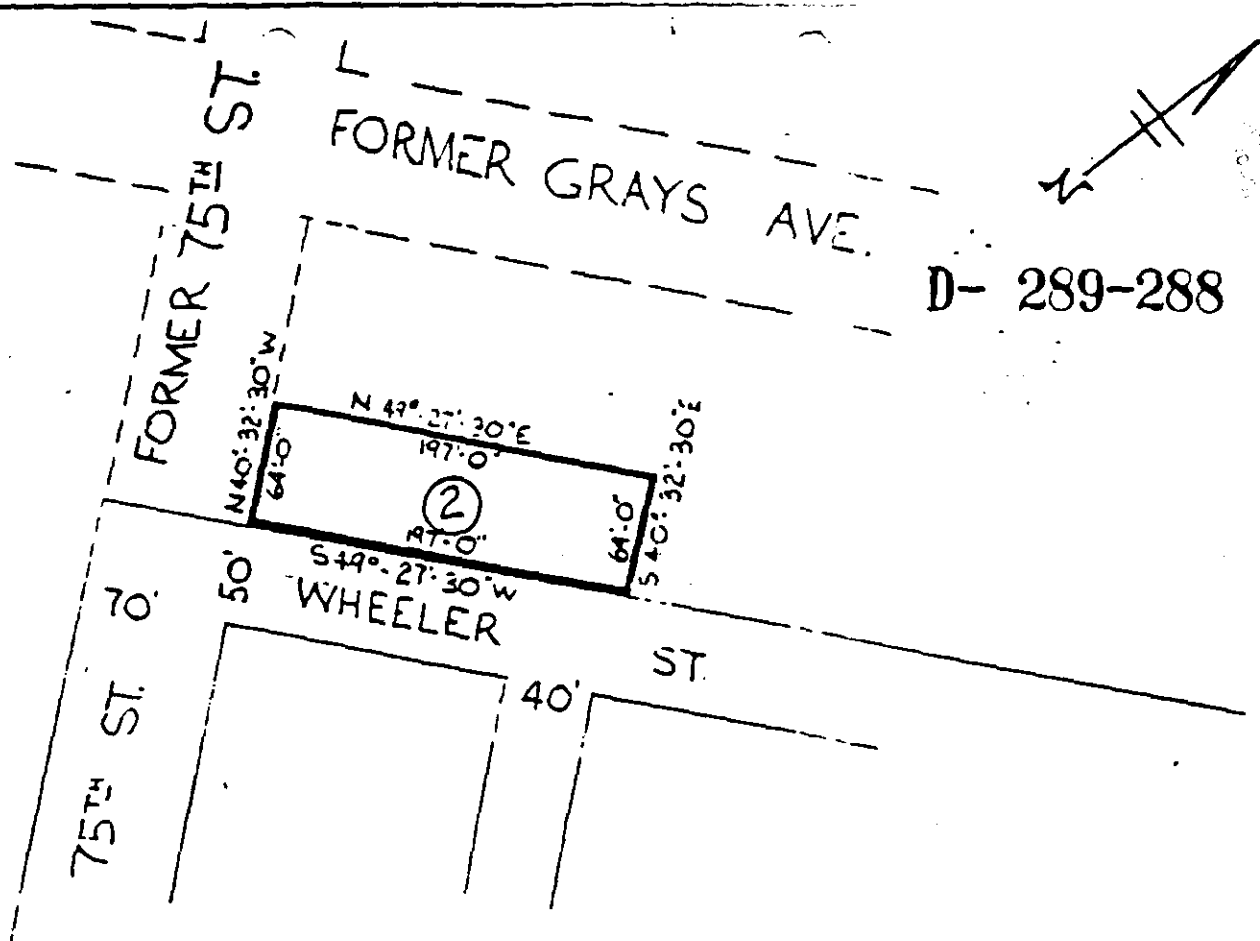
EASTWICK REDEVELOPMENT AREA

RESIDENTIAL STAGE II

ALL THOSE CERTAIN lots or pieces of ground with the buildings and improvements thereon, being Disposition Parcel No. 1 in the Eastwick Redevelopment Area, Residential Stage II, situate in the 40th Ward of the City of Philadelphia, described as follows:

BEGINNING AT a point on the northwesterly side of Wheeler Street (50 feet wide), 418 Feet 6 Inches, more or less, Northeast of the North-easterly side of former Seventy-fifth Street (70 Feet wide): thence extending North $40^{\circ}-32'-30''$ West along a line at right angles to Wheeler Street, 64 feet 0 Inches, more or less, to a point: thence extending North $49^{\circ}-27'-30''$ East along a line of property now or late of New Jersey Fidelity and Plate Glass Insurance Company, Inc., 166 Feet 0 Inches, more or less, to a point: thence extending South $40^{\circ}-32'-30''$ East along a line at right angles to Wheeler Street, 64 Feet 0 Inches, more or less, to a point on the Northwesterly side of Wheeler Street: thence extending South $49^{\circ}-27'-30''$ West along the Northwesterly side of Wheeler Street, 166 Feet 0 Inches, more or less, to the place of beginning.

CONTAINING 0.2439 Acres, more or less.



D- 289-288

AREA:

12,608 SQ.FT.
0.2894 ACRES

RDA 00061

REDEVELOPMENT AUTHORITY OF THE CITY OF PHILADELPHIA		
EASTWICK - RESIDENTIAL STAGE II - DISPOSITION PARCEL		
JUDSON F. VOGDES JR.	BY L.P.L.	DATE 12-16-70

ORIGINAL
(1989)
D- 289-289

LEGAL DESCRIPTION

DISPOSITION PARCEL NO. 2

EASTWICK REDEVELOPMENT AREA

RESIDENTIAL STAGE II

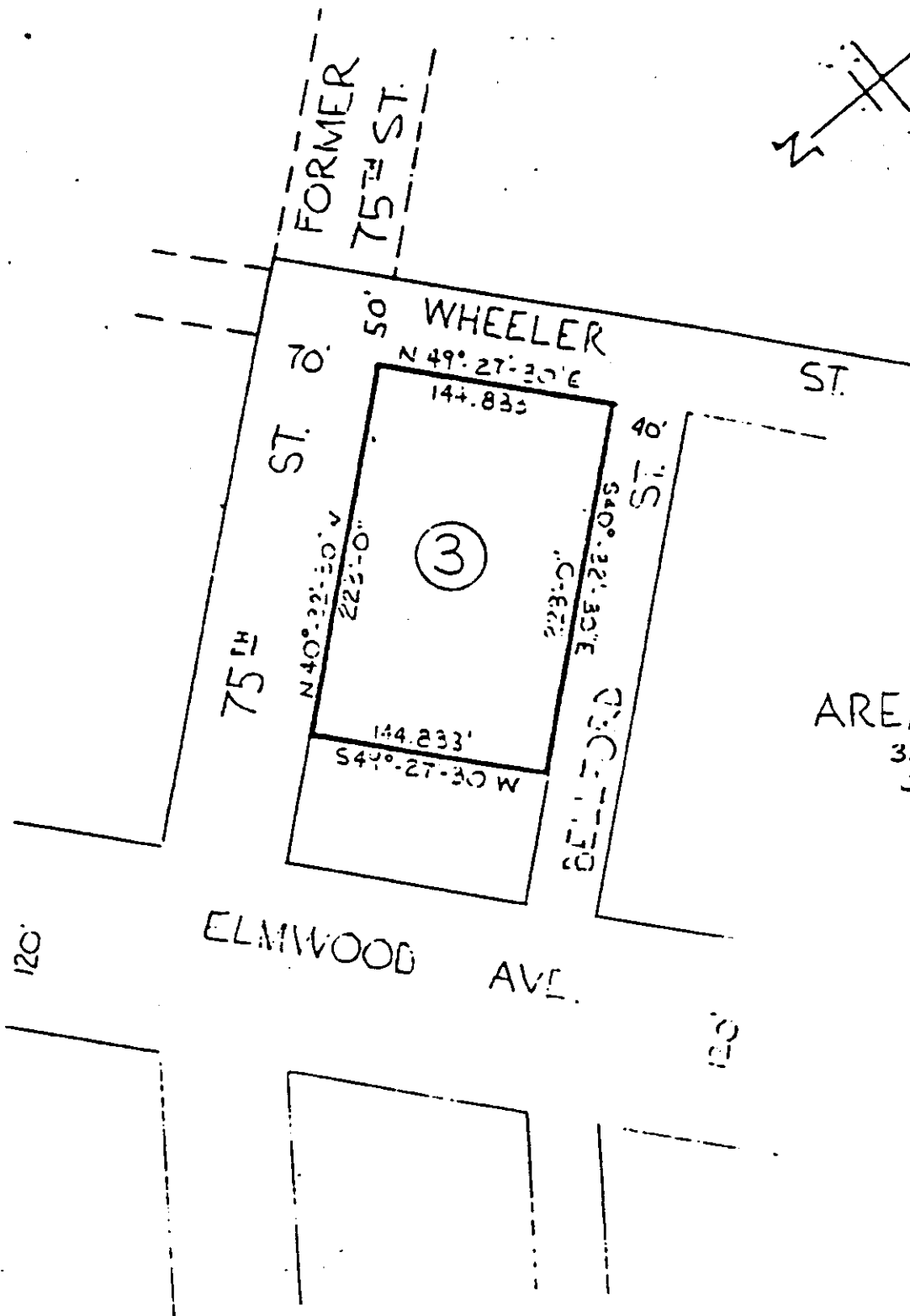
ALL THOSE CERTAIN lots or pieces of ground with the buildings and improvements thereon, being Disposition Parcel No. 2 in the Eastwick Redevelopment Area, Residential Stage II, situate in the 40th Ward of the City of Philadelphia, described as follows:

BEGINNING AT the intersection of the northwesterly side of Wheeler Street (50 feet wide) and the northeasterly side of former Seventy-fifth Street (70 feet wide); thence extending North $40^{\circ}-32'-30''$ West along the Northeasterly side of former Seventy-fifth Street, 64 Feet 0 Inches, more or less, to a point; thence extending North $49^{\circ}-27'-30''$ East along a line of property now or late of the New Jersey Fidelity and Plate Glass Insurance Company, Inc., 197 Feet 0 Inches, more or less, to a point; thence extending South $40^{\circ}-32'-30''$ East along a line at right angles to Wheeler Street, 64 Feet 0 Inches, more or less, to a point on the northwesterly side of Wheeler Street; thence extending South $49^{\circ}-27'-30''$ West along the northwesterly side of Wheeler Street, 197 Feet 0 Inches, more or less, to the place of beginning.

CONTAINING 0.2894 Acres, more or less.

D- 289-290

ORIGINAL
(1980)



AREA:

32,298 SQ.FT.
0.7415 ACRES

RDA 00063

LEGAL DESCRIPTION

DISPOSITION PARCEL NO. 3

EASTWICK REDEVELOPMENT AREA

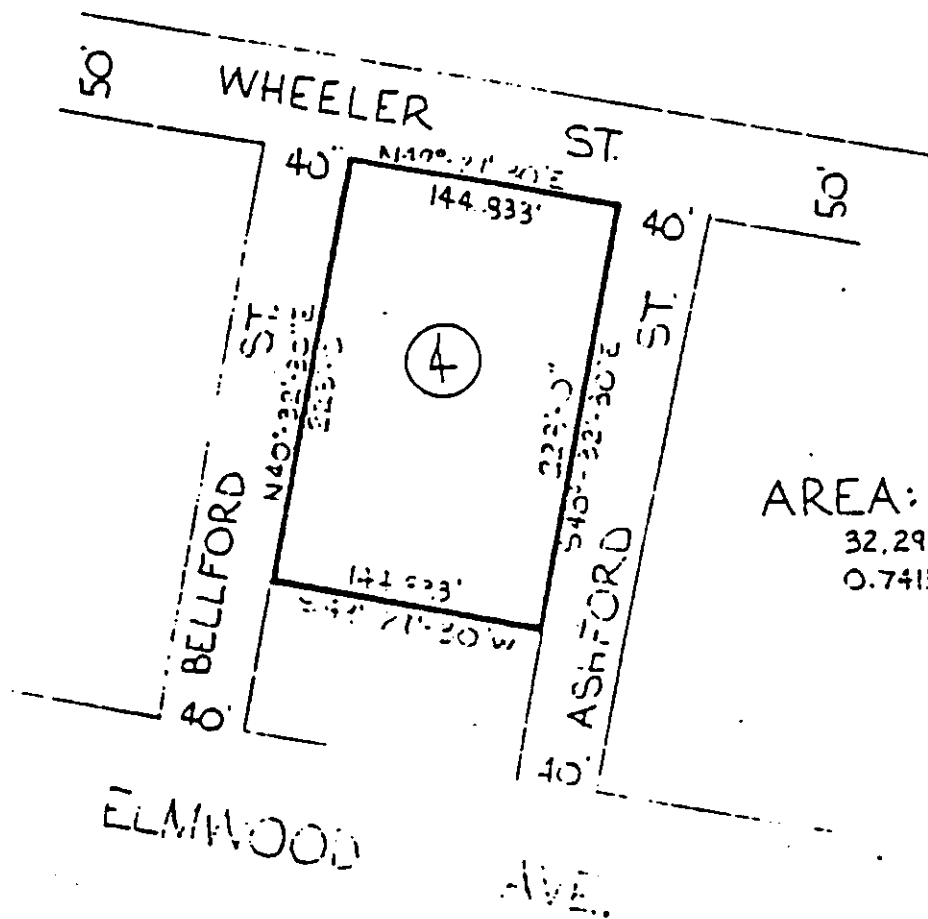
RESIDENTIAL STAGE II

ALL THOSE CERTAIN lots or pieces of ground with the buildings and improvements thereon, being Disposition Parcel No. 3 in the Eastwick Redevelopment Area, Residential Stage II, situate in the 40th Ward of the City of Philadelphia, described as follows:

BEGINNING AT the intersection of the Northeasterly side of Seventy Fifth Street (70 Feet Wide) and the Southeasterly side of Wheeler Street (50 Feet Wide); thence extending North $49^{\circ}-27'-30''$ East along the Southeasterly side of Wheeler Street, 144.833 Feet, to a point on the Southwesterly Side of Bellford Street (40 Feet Wide); thence extending South $40^{\circ}-32'-30''$ East along the Southwesterly side of Bellford Street 223 Feet 0 Inches, more or less, to a point; thence extending South $49^{\circ}-27'-30''$ West along a line of property now or late of New Jersey Fidelity and Plate Glass Insurance Company, 144.833 Feet, more or less, to a point on the Northeasterly side of Seventy-fifth Street; thence extending North $40^{\circ}-32'-30''$ West along the Northeasterly side of Seventy-fifth Street, 223 Feet 0 Inches, more or less to the place of beginning.

CONTAINING 0.7415 Acres, more or less.

D- 289-282



AREA:
32,298 SQ.
0.7412 ACR.

RDA 00065

REDEVELOPMENT AUTHORITY OF THE CITY OF PHILADELPHIA
EASTWICK - PHILADELPHIA STAGE II - DISPOSITION PARCEL

JUDSON F. VOGDES JR.

BY

L.L.L.

DATE 12-16-70

D- 289-293

LEGAL DESCRIPTION

DISPOSITION PARCEL NO. 4

EASTWICK REDEVELOPMENT AREA

RESIDENTIAL STAGE II

ALL THOSE CERTAIN lots or pieces of ground with the buildings and improvements thereon, being Disposition Parcel No. 4 in the Eastwick Redevelopment Area, Residential Stage II, situate in the 40th Ward of the City of Philadelphia, described as follows:

BEGINNING AT the intersection of the Northeasterly side of Bellford (40 Feet Wide) and the Southeasterly side of Wheeler Street (50 Feet Wide); thence extending North $49^{\circ}-27'-30''$ East along the Southeasterly side of Wheeler Street, 144.833 Feet, to a point on the Southwesterly side of Ashford Street (40 Feet Wide); thence extending South $40^{\circ}-32'-30''$ East along the Southwesterly side of Ashford Street, 223 Feet 0 Inches, more or less to a point; thence extending South $49^{\circ}-27'-30''$ West along a line of property now or late of New Jersey Fidelity and Plate Glass Insurance Company, 144.833 Feet, more or less, to a point on the Northeasterly side of Bellford Street; thence extending North $40^{\circ}-32'-30''$ West along the Northeasterly side of Bellford Street, 223 Feet 0 Inches, more or less, to the place of beginning.

CONTAINING 0.7415 Acres, More or Less.

D- 289-294

AREA:
20,928 SQ. FT.
0.4804 ACRES

WHEELER

ASHFORD ST.

ST. 2

ELMWOOD AVE.

ST.

RDA 00067

REDEVELOPMENT AUTHORITY OF THE CITY OF PHILADELPHIA		
EASTWICK - RESIDENTIAL STAGE II - DISPOSITION PARCELS 1		
JUDSON F. VOGDES JR. ENGINEER	BY L.P.C. SCALE 1"=20'	DATE 12-16-76 No. 5-20-76

D- 289-295

LEGAL DESCRIPTION

DISPOSITION PARCEL NO. 5

EASTWICK REDEVELOPMENT AREA

RESIDENTIAL STAGE II

ALL THOSE CERTAIN lots or pieces of ground with the buildings and improvements thereon, being Disposition Parcel No. 5 in the Eastwick Redevelopment Area, Residential Stage II, situate in the 40th Ward of the City of Philadelphia, described as follows:

BEGINNING AT the intersection of the Northeasterly side of Ashford Street (40 Feet Wide) and the Southeasterly side of Wheeler Street (50 Feet Wide); thence extending North $49^{\circ}-27'-30''$ East along the Southeasterly side of Wheeler Street, 144.833 Feet, to a point on the Southwesterly side of Seventy-fourth Street (40 Feet Wide); thence extending South $40^{\circ}-32'-30''$ East along the Southwesterly side of Seventy-Fourth Street, 66 Feet 0 Inches, more or less, to a point; thence extending South $49^{\circ}-27'-30''$ West along a line of property now or late of New Jersey Fidelity and Plate Glass Insurance Company, 72.42 Feet, more or less, to a point; thence extending South $40^{\circ}-32'-30''$ East along another line of said Insurance Company property, 157 Feet 0 Inches, more or less, to a point; thence extending South $49^{\circ}-27'-30''$ West along another line of said Insurance Company property, 72.42 Feet, more or less, to a point on the Northeasterly side of Ashford Street; thence extending North $49^{\circ}-32'-30''$ West along the Northeasterly side of Ashford Street 223 Feet 0 Inches, more or less, to the place of beginning.

CONTAINING 0.4804 Acres, more or less.

70'

D- 289-296

STREET

157.104'

N. 64° 28' 04" E.
211.979'

⑥

N. 59° 24' 33" E.
150.708'

326.520'

Start

DICKENS

AVE.

50'

77th

70'

PARCEL	SQ. FT.	ACRES
6	24,240	0.5565

RDA 00069

REDEVELOPMENT AUTHORITY of the CITY OF PHILADELPHIA

EASTWICK URA- DISPOSITION PLOT PLAN - STAGE II - PARCEL No. 6

REDEVELOPMENT
ENGINEERING
SERVICES

DRAWN: W. F. GRIEB

DATE: 2-5-81

SCALE: 1" = 50'

SHEET: E-Di-II-6

EASTWICK URBAN RENEWAL AREA

D- 289-297

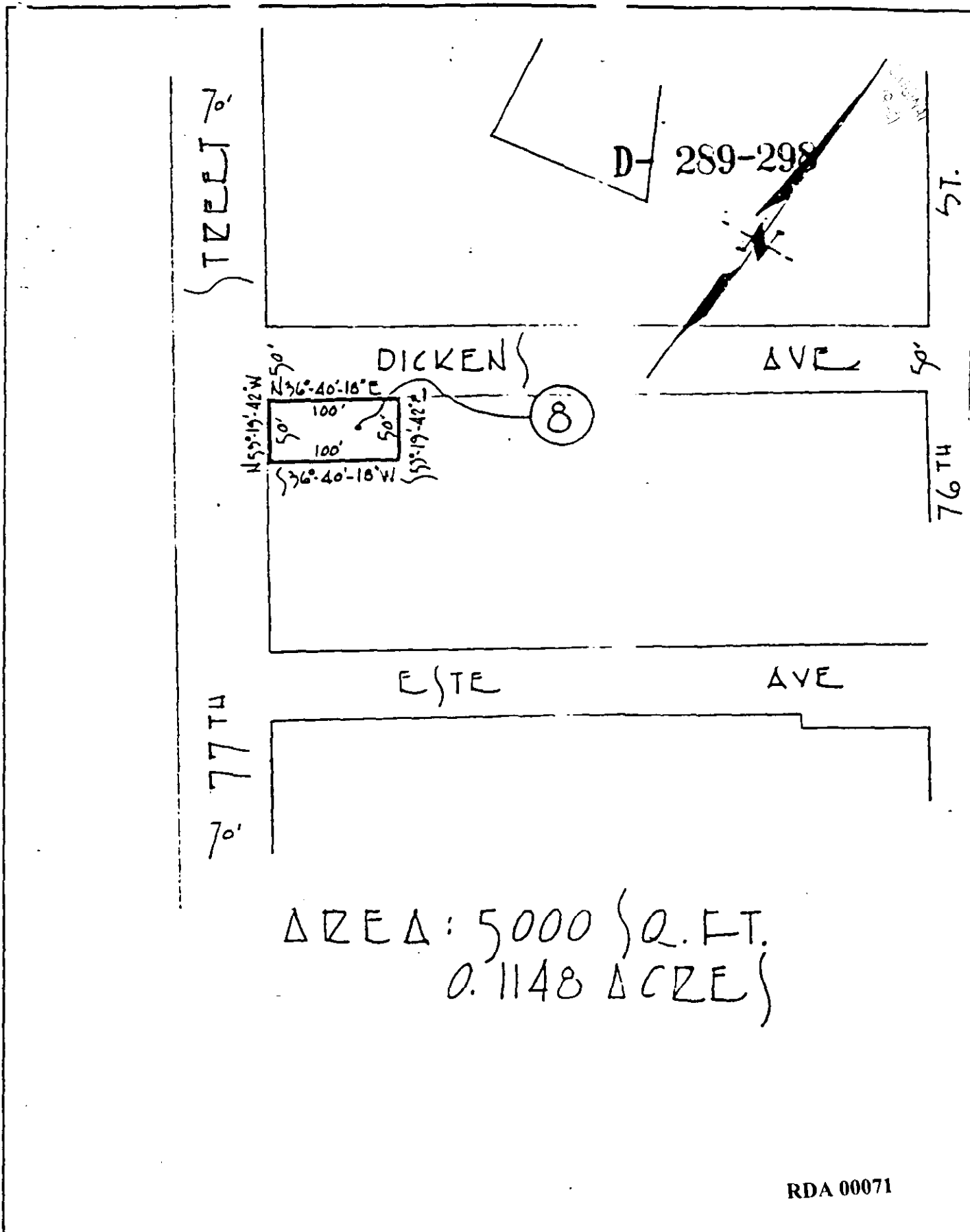
DISPOSITION PARCEL #6

STAGE II

ALL THAT CERTAIN lot or piece of ground Situate in the 40th Ward of the City of Philadelphia bounded and described as follows:

BEGINNING at a point formed by the intersection of the easterly side of 77th Street (70 feet wide) and the northerly side of Dickens Avenue (50 feet wide); thence extending northward along the easterly side of said 77th Street, 157.104 feet to a point; thence extending north $64^{\circ} 28' - 04''$ east a distance of 211.979 feet to a point; thence extending north $59^{\circ} 24' - 33''$ east a distance of 150.708 feet to a point on the northerly side of said Dickens Avenue; thence extending westward along the northerly side of Dickens Avenue, 326.520 feet to the first mentioned point and place of beginning.

CONTAINING in area: 24,240 sq. ft. or 0.5565 acres.



REDEVELOPMENT AUTHORITY OF THE CITY OF PHILADELPHIA			
EASTWICK REDEVELOPMENT AREA - DISP. PARCEL # 8			
JUDSON F. VOGDES JR. ENGINEER 707 FOX BLDG., PHILA., PA.	BY SCALE	VJR 1"=100'-0"	DATE No. 12-18-70 E-2R-1-8

LEGAL DESCRIPTION

EASTWICK STAGE II

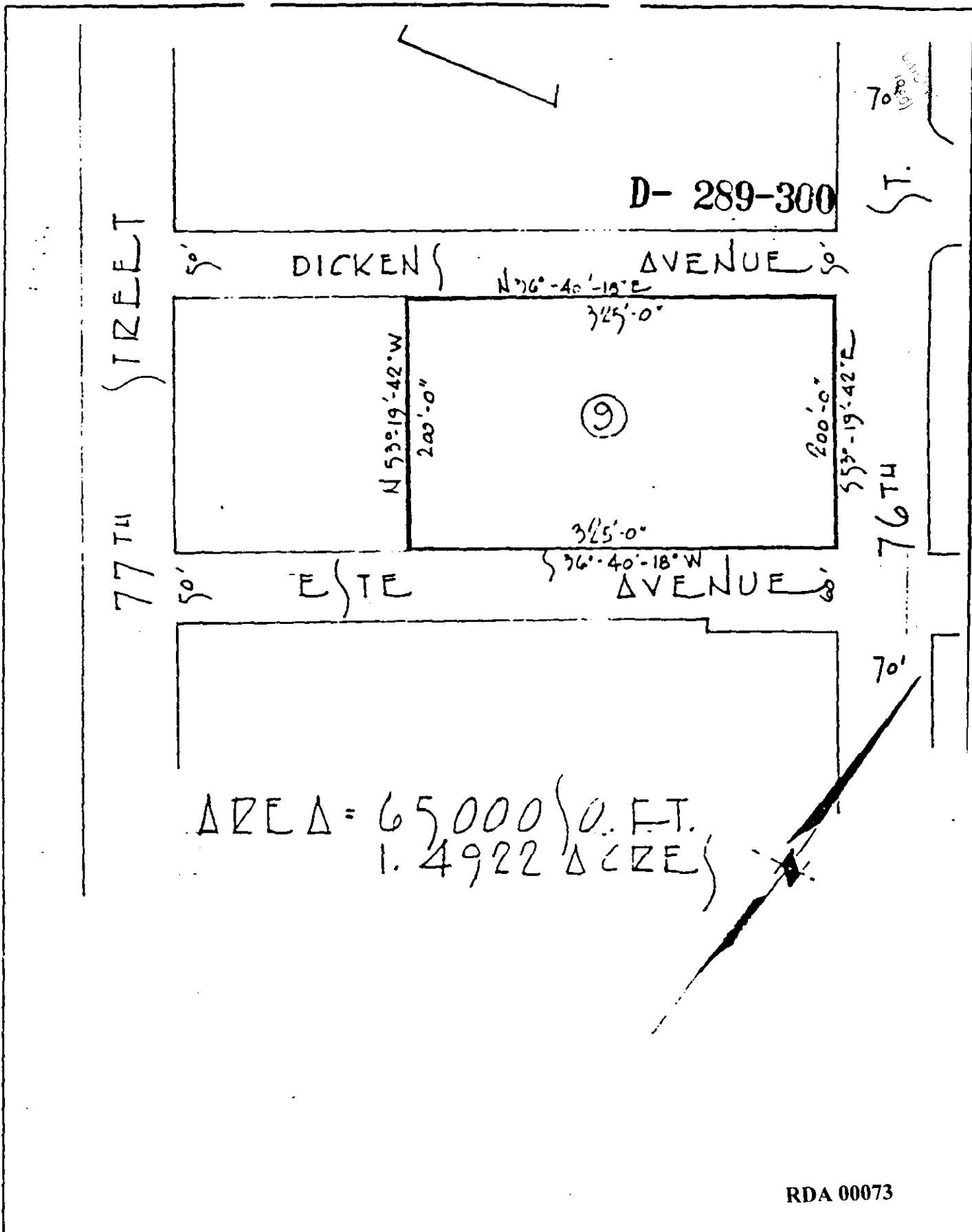
D- 289-299

DISPOSITION PARCEL #8

ALL THAT CERTAIN lot or piece of ground situate in the Fortieth Ward of the City of Philadelphia bounded and described as follows:

BEGINNING at a point formed by the intersection of the southeasterly side of Dickens Avenue (50' wide) and the northeasterly side of 77th Street (70' wide); thence extending northeastward along the southeasterly side of Dickens Avenue 100' to a point; thence extending southeastward parallel to 77th Street 50' to a point; thence extending southwestward parallel to Dickens Avenue 100' to a point on the northeasterly side of 77th Street; thence extending northwestward along the northeasterly side of 77th Street 50' to the first mentioned point and place of beginning.

CONTAINING IN AREA 5,000 square feet or 0.1148 acres.



REDEVELOPMENT AUTHORITY OF THE CITY OF PHILADELPHIA				
EASTWICK REDEVELOPMENT AREA - DISPOSITION PARCEL #9				
JUDSON F. VOGDES JR.	BY	VJR	DATE	12-18-70
ENGINEER	SCALE	1" = 100'-0"	No.	E-2R-1-9
707 FOX BLDG., PHILA., PA.				

EASTWICK U.R.A.

STAGE II

DISPOSITION PARCEL #9

D- 289-301

ALL THAT CERTAIN lot or piece of ground situate in the 40th Ward of the City of Philadelphia, bounded and described as follows:

BEGINNING at a point formed by the intersection of the southeasterly side of Dickens Avenue (50' wide) and the southwesterly side of 76th Street (70' wide); thence extending southeastward along the southwesterly side of 76th Street, 200 feet to the northwesterly side of Este Avenue (50' wide); thence southwestward along the northwesterly side of Este Avenue, 325 feet to a point; thence extending northwestward parallel to 76th Street, 200 feet to a point on the southeasterly side of Dickens Avenue; thence extending northeastward along the southeasterly side of Dickens Avenue, 325 feet to the first mentioned point and place of beginning.

CONTAINING in area, 65,000 square feet or 1.4922 acres.

D- 289-302

70'

ST.

60'

ESTE

N 36° 40' 18" E

AVE.

175'

75'

N 53° 19' 42" W

100'

10A

100'

S 53° 19' 42" E

75'

S 36° 40' 18" W

75 TH

AREA:

7500 SQ. FT.

0.1722 ACRES

RESIDENTIAL STAGE II-UPPER

RDA 00075

REDEVELOPMENT AUTHORITY OF CITY OF PHILADELPHIA
EASTWICK URBAN RENEWAL AREA-DISPOSITION PARCEL #10A

JUDSON F. VOGDES, III

BY:

JAT

DATE

4-5-74

D- 289-303

LEGAL DESCRIPTION

DISPOSITION PARCEL NO. 10A

EASTWICK URBAN RENEWAL AREA

RESIDENTIAL STAGE II - UPPER

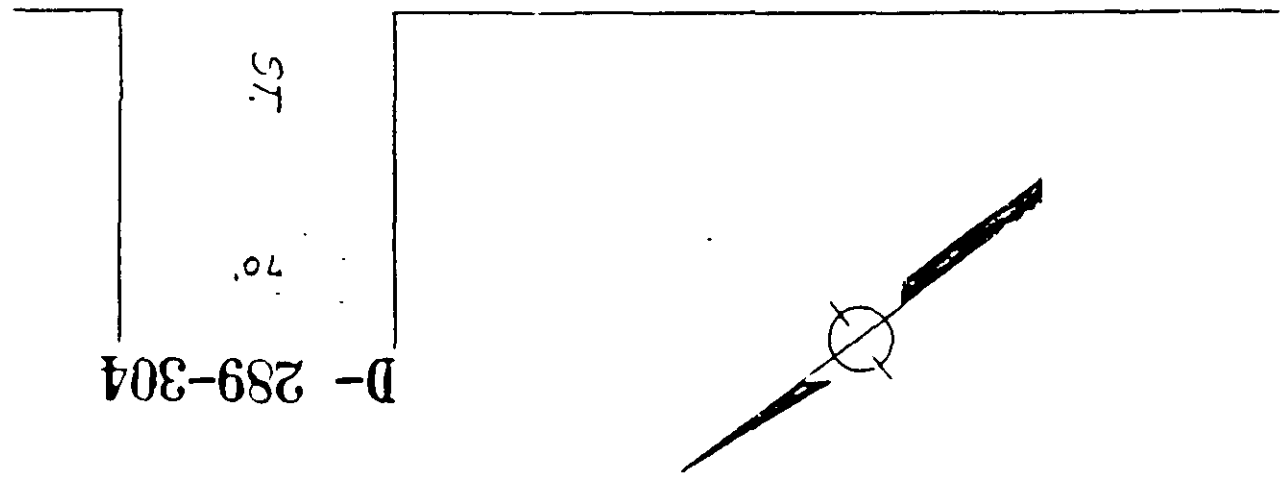
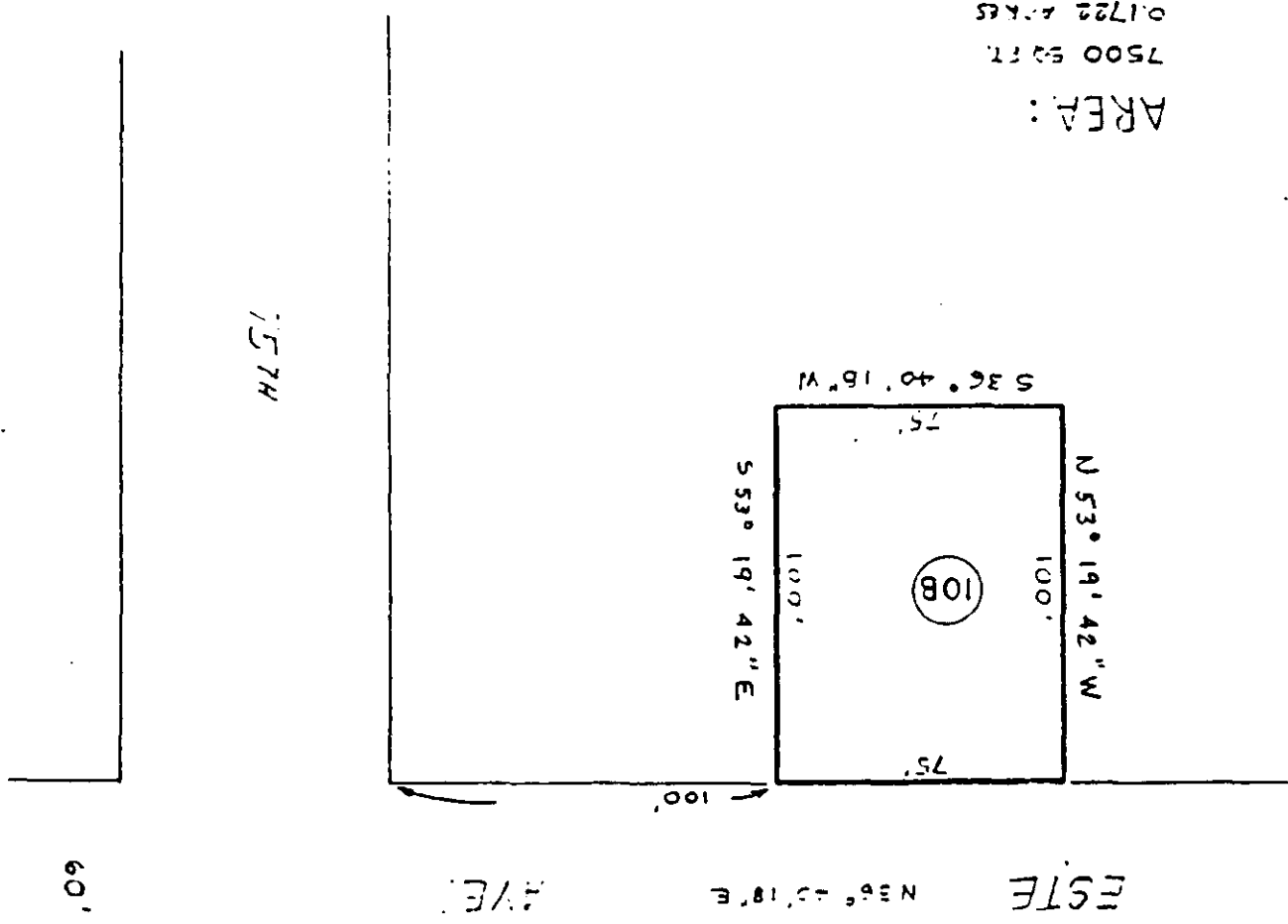
ALL THOSE CERTAIN lots or pieces of ground with the buildings and improvements thereon, being Disposition Parcel No. 10A in the Eastwick Urban Renewal Area, Residential Stage II, situate in the 40th Ward of the City of Philadelphia, described as follows:

BEGINNING AT a point on the southeasterly side of Este Avenue (60 feet wide) 175 feet 0 inches, more or less, southwest of the southwesterly side of Seventy-Fifth Street; (70 feet wide) thence extending south $53^{\circ} 19' 42''$ east along a line at right angles to Este Avenue 100 feet 0 inches, more or less, to a point; thence extending south $36^{\circ} 40' 18''$ west along a line parallel with Este Avenue, 75 feet 0 inches, more or less, to a point; thence extending north $53^{\circ} 19' 42''$ west along a line at right angles to Este Avenue 100 feet 0 inches, more or less, to a point on the southeasterly side of Este Avenue; thence extending north $36^{\circ} 40' 18''$ East along the southeasterly side of Este Avenue, 75 feet 0 inches, more or less, to the place of beginning. Containing 0.1722 acres, more or less.

RESIDENTIAL STAGE II - UPPER

RDA 00077

AREA:
 7500 SQ FT
 0.1722 ACRES



LEGAL DESCRIPTION

EASTWICK STAGE II

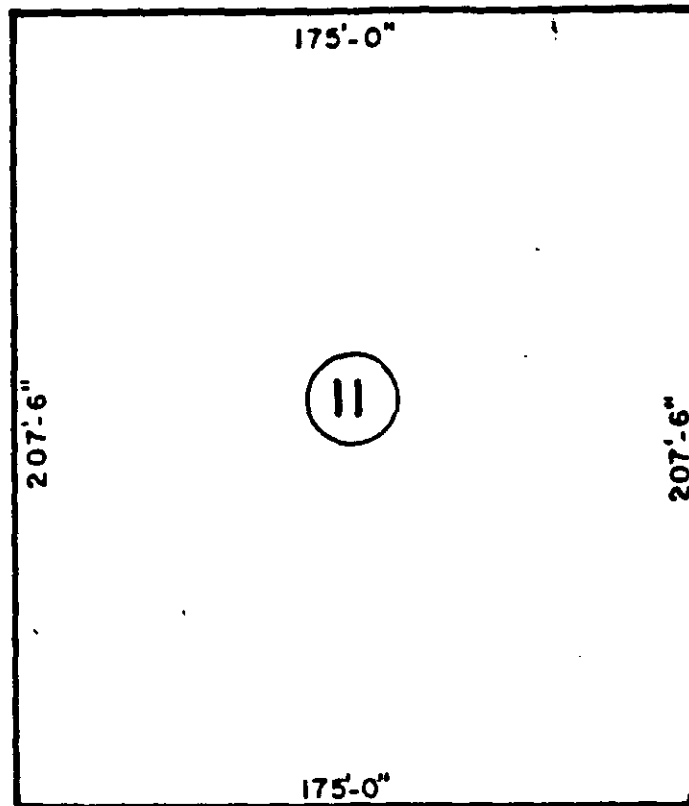
D- 289-305

DISPOSITION PARCEL #10B

ALL THAT CERTAIN lot or piece of ground situate in the Fortieth Ward of the City of Philadelphia bounded and described as follows:

BEGINNING at a point on the southeasterly side of Este Avenue (60' wide) at a distance of 100 feet southwest of the southwesterly side of 75th Street (70' wide); thence extending southeastward parallel to 75th Street 100 feet to a point; thence extending southwestward parallel to Este Avenue 75 feet to a point; thence extending northwestward parallel to 75th Street 100 feet to a point on the southeasterly side of Este Avenue; thence extending northeastward along the southeasterly side of Este Avenue 75 feet to the first mentioned point and place of beginning.

CONTAINING IN AREA 7,500 square feet or 0.1722 acres.



70'

D- 289-306

ST.

207'-6"

175'-0"

11

207'-6"

175'-0"

100'-0"

76th

60'

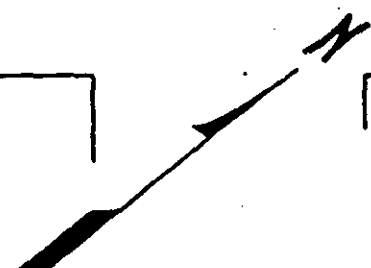
CHELWYNDE

AVE.

60'

PARCEL	SQ. FT.	ACRES
11	36,312	0.8336

RDA 00079



REDEVELOPMENT AUTHORITY of the CITY OF PHILADELPHIA

EASTWICK URA-DISPOSITION PLOT PLAN—STAGE II—PARCEL No. 11

REDEVELOPMENT ENGINEERING SERVICES	DRAWN: W.F. GRIEB SCALE: 1" = 50'	DATE: 2-5-81 SHEET: E-Di-II-11
--	--------------------------------------	-----------------------------------

EASTWICK URBAN RENEWAL AREA

DISPOSITION PARCEL #11

D- 289-307

STAGE II

ALL THAT CERTAIN lot or piece of ground Situate in the 40th Ward of the City of Philadelphia bounded and described as follows:

BEGINNING at a point on the westerly side of 76th Street (70 feet wide) at a distance of 100'-0" northward from the northerly side of Chelwynde Avenue (60 feet wide); thence extending westward along a line parallel to said Chelwynde Avenue 175'-0" to a point; thence extending northward along a line of parallel to said 76th Street 207'-6" to a point; thence extending eastward along a line parallel to said Chelwynde Avenue 175'-0" to a point on the westerly side of 76th Street; thence extending southward along the westerly side of said 76th Street 207'-6" to the first mentioned point and place of beginning.

CONTAINING in area: 36,312 sq. ft. or 0.8336 acres.

D- 289-308

80'

BUIST

AVE.

80'

ST.

78th

70'

START

125'-0"

127'-5"

13

127'-5"

125'-0"

PARCEL	SQ. FT	ACRES
13	15,938	0.3659

RDA 00081

REDEVELOPMENT AUTHORITY of the CITY OF PHILADELPHIA

EASTWICK URA - DISPOSITION PLOT PLAN STAGE II - PARCEL No. 13

REDEVELOPMENT
ENGINEERING
SERVICES

DRAWN: W. F. GRIEB

SCALE: 1" = 50'

DATE: 2-5-81

SHEET: E-Di-II-13

EASTWICK URBAN RENEWAL AREA

DISPOSITION PARCEL #13

D- 289-309

STAGE II

ALL THAT CERTAIN lot or piece of ground Situate in the 40th Ward of the City of Philadelphia bounded and described as follows:

BEGINNING at a point formed by the intersection of the southerly side of Buist Avenue (80 feet wide) and the easterly side of 78th Street (70 feet wide); thence extending eastward along the southerly side of said Buist Avenue 125'-0" to a point; thence extending southward along a line parallel to said 78th Street 127'-5" to a point; thence extending westward along a line parallel to said Buist Avenue 125'-0" to a point on the easterly side of said 78th Street; thence extending northward along the easterly side of 78th Street 127'-5" to the first mentioned point and place of beginning.

CONTAINING in area: 15,938 sq. ft. or 0.3659 acres.

STREET

BELLEFORD ST.
(40' WIDE)

ASHFORD ST.
(40' WIDE)

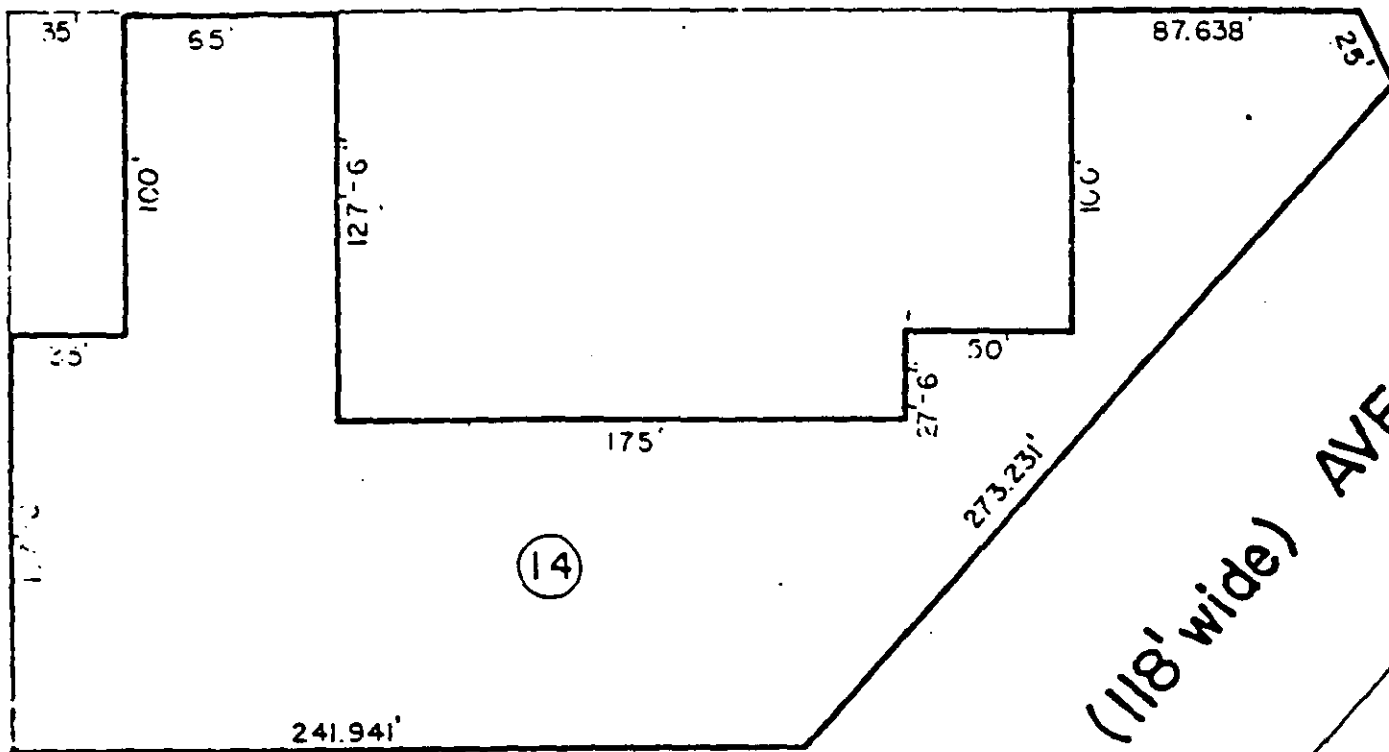
D- 289-310

BUIST (80' wide) AVENUE

(70' wide)

75TH

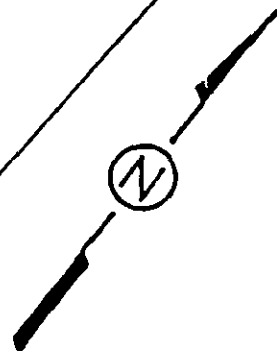
CHELWYNDE (60' wide) AVE.



STAGE II

PARCEL NO.	SQ. FT.	ACRES
14	45,934	1.0545

ISLAND (118' wide) AVE.



RDA 00083

REDEVELOPMENT AUTHORITY of the CITY OF PHILADELPHIA
EASTWICK URBAN RENEWAL AREA - DISPOSITION PLAN - PARCEL NO. 14

REDEVELOPMENT
ENGINEERING
SERVICES

DRAWN: I. ABDUL-HAMID
REV BY: CWM
SCALE: 1" = 60' - 0"

DATE: 29 NOV. 78
REV DATE: 11-8-79
SHEET: E-DP-14-1

LEGAL DESCRIPTION
EASTWICK URBAN RENEWAL AREA
STAGE II PARCEL #14

D- 289-311

ALL THAT CERTAIN lot or piece of ground situate in the Fortieth Ward of the City of Philadelphia bounded and described as follows:

BEGINNING at a point formed by the intersection of the northeasterly side of 75th Street (70' wide) and the northwesterly side of Chelwynde Avenue (60' wide); thence extending in a northwestwardly direction along the northeasterly side of said 75th Street 127'-6" to a point; thence extending in a northeastwardly direction along a line of property now or late of John S. Banks, et ux, 35'-0" to a point; thence extending in a northwestwardly direction along a line of property now or late of George A. Gaul, et ux, 100'-0" to a point on the southeasterly side of Buist Avenue (80' wide); thence extending in a northeastwardly direction along the southeasterly side of said Buist Avenue 65'-0" to a point; thence extending in a southeastwardly direction along a line of property of said George A. Gaul, et ux, and also along a line of property of said John S. Banks, 127'-6" to a point; thence extending in a northeastwardly direction along a line parallel to said Chelwynde Avenue 175'-0" to a point; thence extending in a northwestwardly direction along a line of property now or late of John Francione, et ux, 27'-6" to a point; thence extending in a northeastwardly direction along a line of property of said John Francione 50'-0" to a point; thence extending in a northwestwardly direction along a line of property now or late of Rose Saltman 100'-0" to a point on the southeasterly side of said Buist Avenue; thence extending in a northeastwardly direction along the southeasterly side of said Buist Avenue 87.638' to an angle point; thence extending in a southeastwardly direction along the southwesterly side of said Buist Avenue 25'-0" to a point on the southwesterly side of Island Avenue (118' wide); thence extending in a southwardly direction along the westerly side of said Island Avenue 273.231' to a point on the northwesterly side of said Chelwynde

ORIGINAL
(19)

D- 289-312

Avenue; thence extending in a southwestwardly direction along the northwesterly side of said Chelwynde Avenue 241.941' to the first mentioned point and place of beginning.

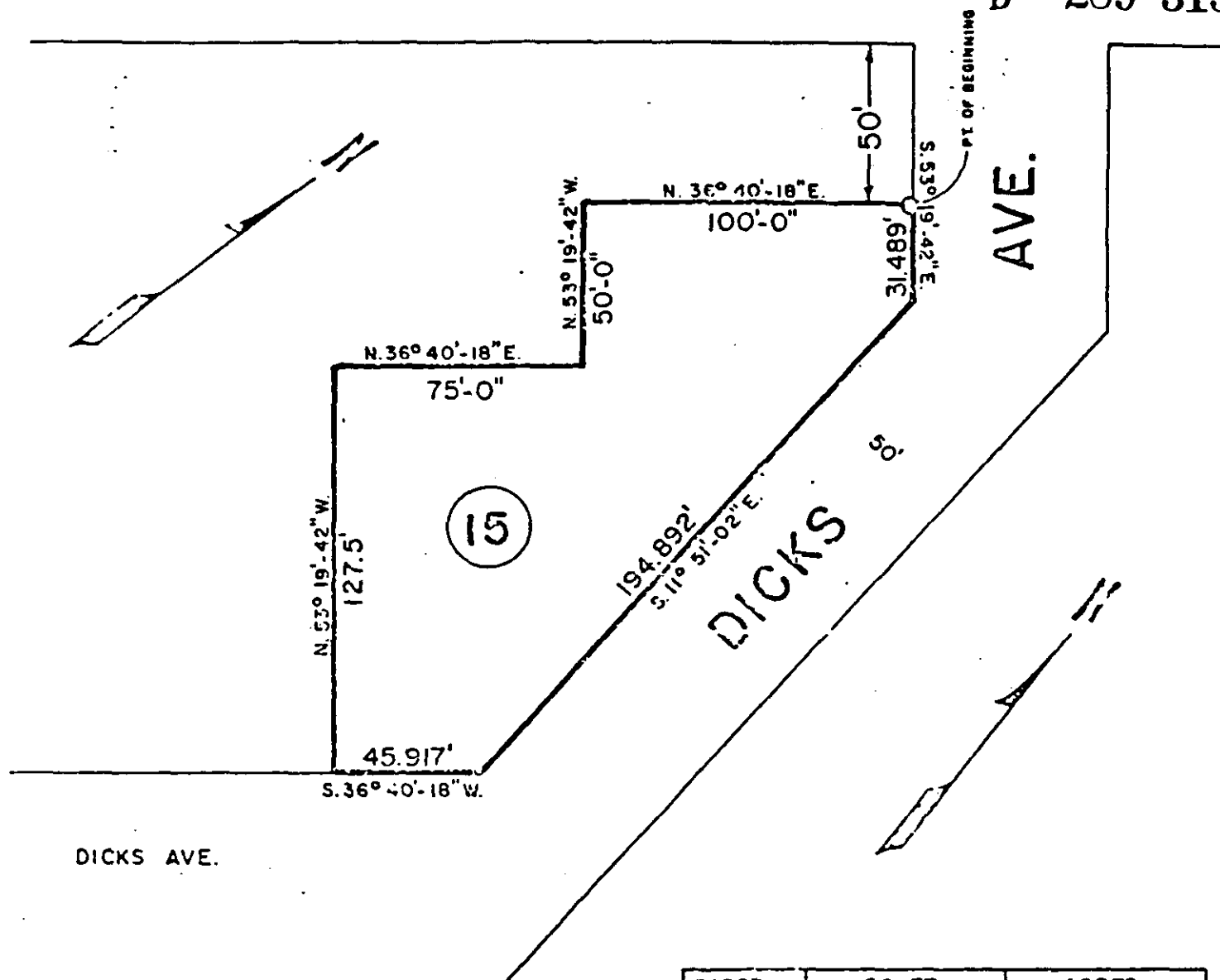
CONTAINING IN AREA 45,934 square feet or 1.0545
acres.

CHELWYNDE

(60' WIDE)

AVE.

D- 289-313



DICKS AVE.

PARCEL	SQ. FT.	ACRES
15	17,888	0.4107

RDA 00086

REDEVELOPMENT AUTHORITY of the CITY OF PHILADELPHIA
EASTWICK URA - DISPOSITION PLOT PLAN - STAGE II - PARCEL No. 15

REDEVELOPMENT
ENGINEERING
SERVICES

DRAWN: W.F. GRIEB

SCALE: 1" = 50'

DATE: 2-23-81

SHEET: E-Di-II-15

EASTWICK URBAN RENEWAL AREA

DISPOSITION PARCEL #15

D- 289-314

STAGE II

ALL THAT CERTAIN lot or piece of ground Situate in the 40th Ward of the City of Philadelphia, bounded and described as follows:

BEGINNING at a point on the westerly side of Dicks Avenue (50 feet wide) at a distance of 50'-0" southward from the southerly side of Chelwynde Avenue (60 feet wide); thence extending south $53^{\circ} 19' - 42''$ east, along the westerly side of Dicks Avenue, a distance of 31.489' to an angle point; thence extending south $11^{\circ} 51' - 02''$ east, further along the westerly side of said Dicks Avenue, 194.892' to an angle point; thence extending south $36^{\circ} 40' - 18''$ west, further along Dicks Avenue, a distance of 45.917' to a point; thence extending north $53^{\circ} 19' - 42''$ west, 127.5' to a point; thence extending north $36^{\circ} 40' - 18''$ east, along a line parallel to said Chelwynde Avenue, 75'-0" to a point; thence extending north $53^{\circ} 19' - 42''$ west, a distance of 50'-0" to a point; thence extending north $36^{\circ} 40' - 18''$ east along another line parallel to said Chelwynde Avenue, 100'-0" to the first mentioned point and place of beginning.

CONTAINING in area: 17,888 sq. ft. or 0.4107 acres.

D- 289-315

70'

76th ST.

50'

150'-0"

PT. OF
BEGINNING

75'-0"

75'-0"

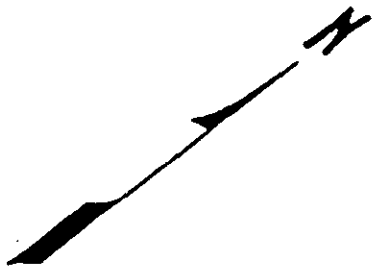
127'-6"

127'-6"

16

DICKS AVE.

70'



PARCEL	SQ. FT.	ACRES
16	9,562	0.2195

RDA 00088

REDEVELOPMENT AUTHORITY of the CITY OF PHILADELPHIA

EASTWICK URA - DISPOSITION PLOT PLAN - STAGE II - PARCEL No. 16

REDEVELOPMENT
ENGINEERING
SERVICES

DRAWN: W. F. GRIEB

DATE: 2-5-81

SCALE: 1" = 50'

SHEET: E-DI-II-16

EASTWICK URBAN RENEWAL AREA

DISPOSITION PARCEL #16

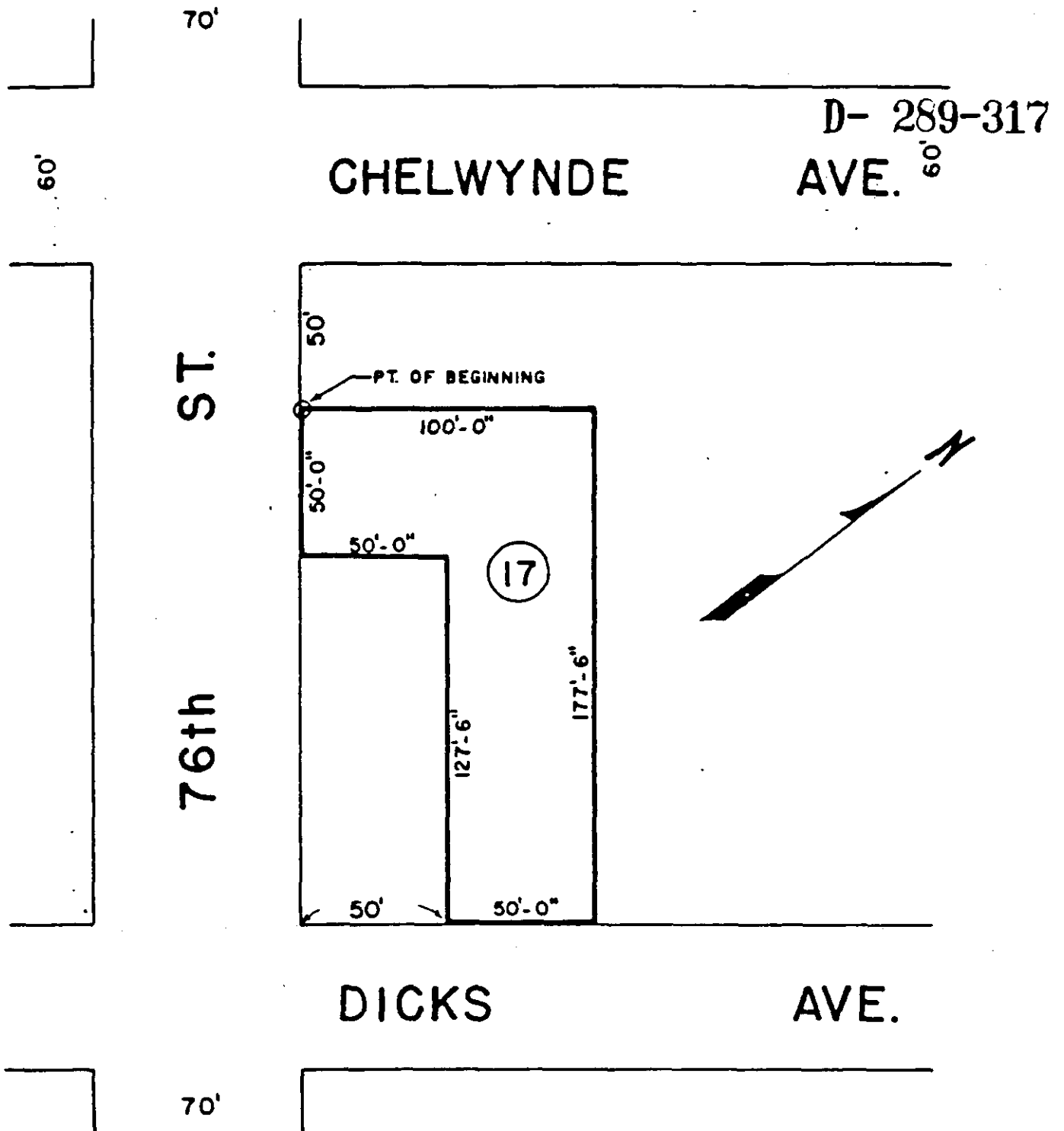
D- 289-316

STAGE II

ALL THAT CERTAIN lot or piece of ground Situate in the 40th Ward of the City of Philadelphia bounded and described as follows:

BEGINNING at a point on the northerly side of Dicks Avenue (50 feet wide) at a distance of 150'-0" eastward from the easterly side of 76th Street (70 feet wide); thence extending northward along a line parallel to said 76th Street, 127'-6" to a point; thence extending eastward along a line parallel to said Dicks Avenue, 75'-0" to a point; thence extending southward along a line parallel to said 76th Street, 127'-6" to a point on the northerly side of said Dicks Avenue; thence extending westward along the northerly side of Dicks Avenue, 75'-0" to the first mentioned point and place of beginning.

CONTAINING in area: 9,562 sq. ft. or 0.2195 acres.



PARCEL	SQ. FT.	ACRES
17	11,375	0.2611

RDA 00090

REDEVELOPMENT AUTHORITY *of the* CITY OF PHILADELPHIA
EASTWICK URA-DISPOSITION PLOT PLAN- STAGE II - PARCEL No. 17

REDEVELOPMENT
ENGINEERING
SERVICES

DRAWN: W. F. GRIEB

DATE: 2-5-81

SCALE: 1" = 50'

SHEET: E-Di-II-17

EASTWICK URBAN RENEWAL AREA

DISPOSITION PARCEL #17

D- 289-318

STAGE II

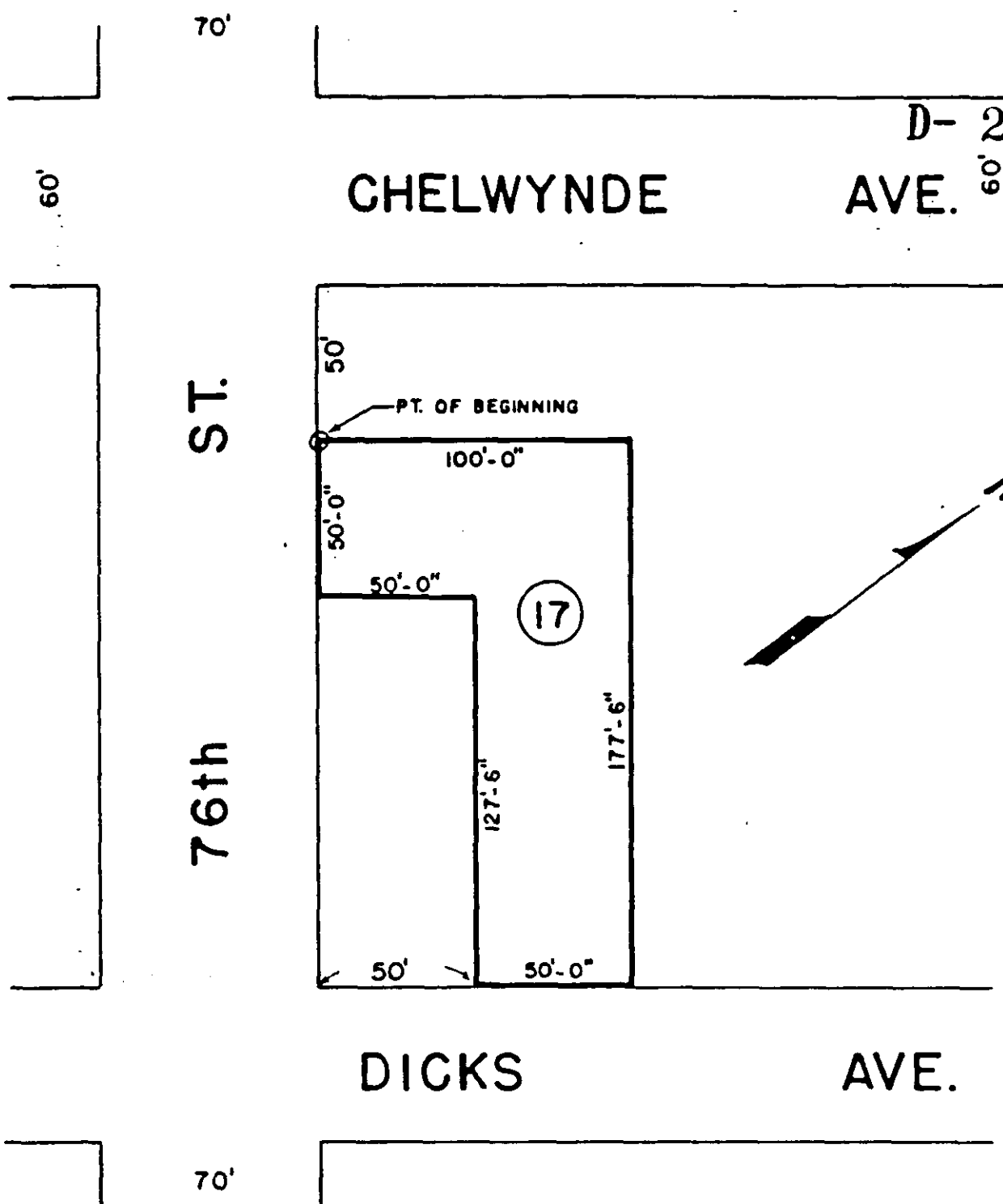
ALL THAT CERTAIN lot or piece of ground Situate in the 40th Ward of the City of Philadelphia bounded and described as follows:

BEGINNING at a point on the easterly side of 76th Street (70 feet wide) at a distance of 50'-0" southward from the southerly side of Chelwynde Avenue (60 feet wide); thence extending eastward along a line parallel to said Chelwynde Avenue, 100'-0" to a point; thence extending southward along a line parallel to said 76th Street, 177'-6" to a point on the northerly side of Dicks Avenue (50 feet wide); thence extending westward along the northerly side of said Dicks Avenue, 50'-0" to a point; thence extending northward along a line parallel to said 76th Street, 127'-6" to a point; thence extending westward along a line parallel to said Chelwynde Avenue, 50'-0" to a point on the easterly side of said 76th Street, thence extending northward along the easterly side of 76th Street, 50'-0" to the first mentioned point and place of beginning.

CONTAINING in area: 11,375 sq. ft. or 0.2611 acres.

ORIGINAL
(1981)

D- 289-319



PARCEL	SQ. FT.	ACRES
17	11,375	0.2611

RDA 00092

REDEVELOPMENT AUTHORITY of the CITY OF PHILADELPHIA		
EASTWICK URA-DISPOSITION PLOT PLAN- STAGE II - PARCEL No. 17		
REDEVELOPMENT ENGINEERING SERVICES	DRAWN: W. F. GRIEB SCALE: 1" = 50'	DATE: 2-5-81 SHEET: E-DI-II-17

EASTWICK URBAN RENEWAL AREA

DISPOSITION PARCEL #17

D- 289-320

STAGE II

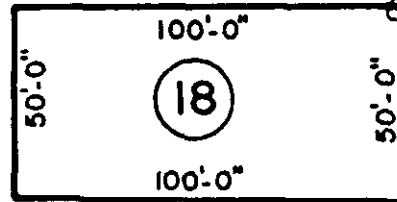
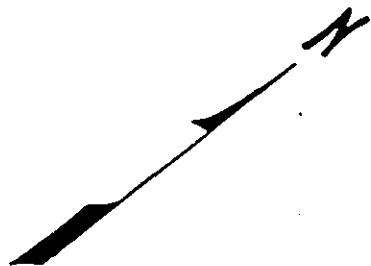
ALL THAT CERTAIN lot or piece of ground Situate in the 40th Ward of the City of Philadelphia bounded and described as follows:

BEGINNING at a point on the easterly side of 76th Street (70 feet wide) at a distance of 50'-0" southward from the southerly side of Chelwynde Avenue (60 feet wide); thence extending eastward along a line parallel to said Chelwynde Avenue, 100'-0" to a point; thence extending southward along a line parallel to said 76th Street, 177'-6" to a point on the northerly side of Dicks Avenue (50 feet wide); thence extending westward along the northerly side of said Dicks Avenue, 50'-0" to a point; thence extending northward along a line parallel to said 76th Street, 127'-6" to a point; thence extending westward along a line parallel to said Chelwynde Avenue, 50'-0" to a point on the easterly side of said 76th Street, thence extending northward along the easterly side of 76th Street, 50'-0" to the first mentioned point and place of beginning.

CONTAINING in area: 11,375 sq. ft. or 0.2611 acres.

70'
D- 289-321

60' CHELWYNDE AVE. 60'



50'
ST.
76th
70'

PARCEL	SQ. FT	ACRES
18	5000	0.1148

RDA 00094

REDEVELOPMENT AUTHORITY of the CITY OF PHILADELPHIA
EASTWICK URA- DISPOSITION PLOT PLAN- STAGE II - PARCEL No. 18

REDEVELOPMENT
ENGINEERING
SERVICES

DRAWN: W. F. GRIEB
SCALE: 1" = 50'

DATE: 2-5-81
SHEET: E-Di-II-18

EASTWICK URBAN RENEWAL AREA

DISPOSITION PARCEL #18

STAGE II

D- 289-322

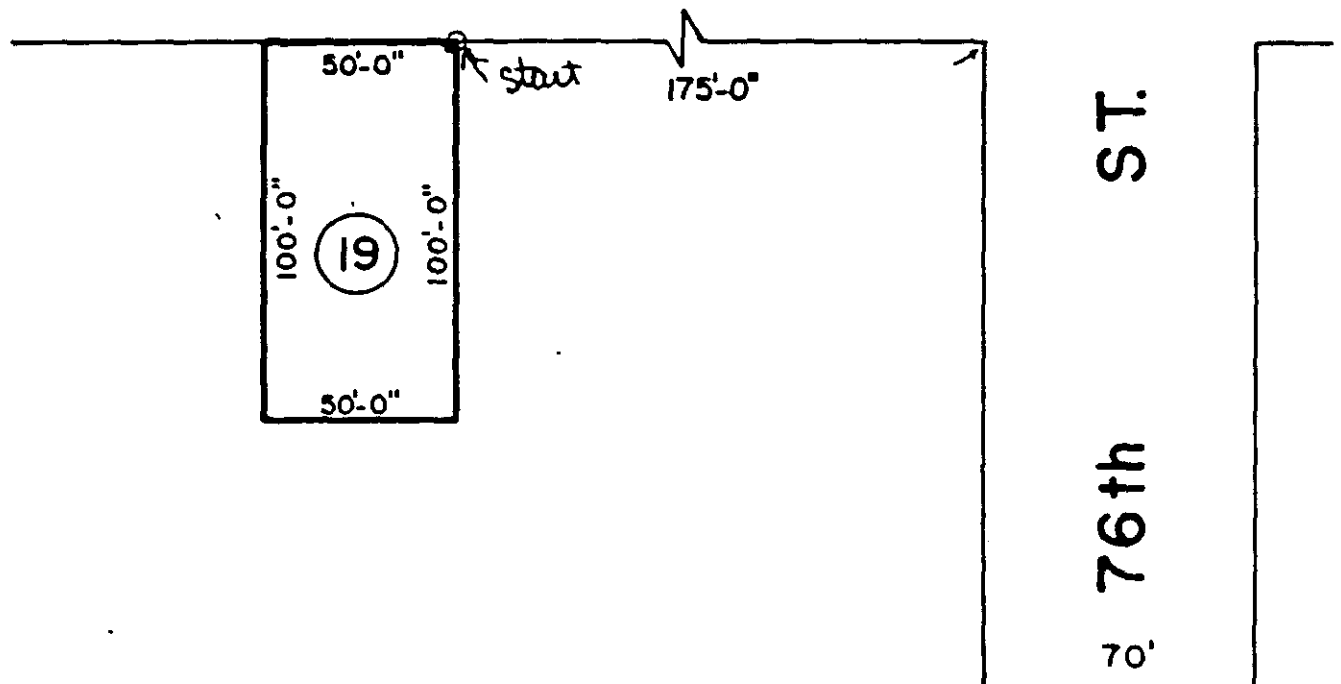
ALL THAT CERTAIN lot or piece of ground Situate in the 40th Ward of the City of Philadelphia bounded and described as follows:

BEGINNING at a point on the westerly side of 76th Street (70 feet wide) at a distance of 50'-0" southward from the southerly side of Chelwynde Avenue (60 feet wide); thence extending southward along the westerly side of said 76th Street 50'-0" to a point; thence extending westward along a line parallel to said Chelwynde Avenue 100'-0" to a point; thence extending northward along a line parallel to said 76th Street 50'-0" to a point; thence extending eastward along a line parallel to said Chelwynde Avenue 100'-0" to the first mentioned point and place of beginning.

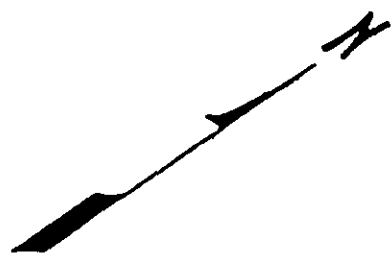
CONTAINING in area: 5,000 sq. ft. or 0.1148 acres.

70'
D- 289-323

60' CHELWYNDE AVE. 60'



PARCEL	SQ. FT.	ACRES
19	5000	0.1148



RDA 00096

REDEVELOPMENT AUTHORITY of the CITY OF PHILADELPHIA
EASTWICK URA - DISPOSITION PLOT PLAN - STAGE II - PARCEL No. 19

REDEVELOPMENT
ENGINEERING
SERVICES

DRAWN: W. F. GRIEB
SCALE: 1" = 50'

DATE: 2-5-81
SHEET: E-DI-II-19

EASTWICK URBAN RENEWAL AREA

DISPOSITION PARCEL #19

D- 289-324

STAGE II

ALL THAT CERTAIN lot or piece of ground Situate in the 40th Ward of the City of Philadelphia bounded and described as follows:

BEGINNING at a point on the southerly side of Chelwynde Avenue (60 feet wide) at a distance of 175'-0" westward from the westerly side of 76th Street (70 feet wide); Thence extending southward along a line parallel to said 76th Street, 100'-0" to a point; Thence extending westward along a line parallel to said Chelwynde Avenue 50'-0" to a point; Thence extending northward along a line parallel to said 76th Street, 100'-0" to a point on the southerly side of said Chelwynde Avenue; Thence extending eastward along the southerly side of Chelwynde Avenue 50'-0" to the first mentioned point and place of beginning.

CONTAINING in area: 5,000 sq. ft. or 0.1148 acres.

D- 289-325

60'

CHELWYNDE

AVE. 60'

Start

55'-0"

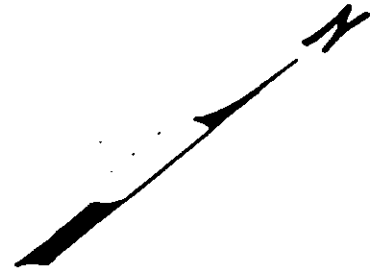
137'-6"

20

137'-6"

55'-0"

100' CHELWYNDE PL.



PARCEL	SQ. FT.	ACRES
20	7,562	0.1736

RDA 00098

REDEVELOPMENT AUTHORITY of the CITY OF PHILADELPHIA

EASTWICK URA-DISPOSITION PLOT PLAN-STAGE II - PARCEL No. 20

REDEVELOPMENT
ENGINEERING
SERVICES

DRAWN: W. F. GRIEB

DATE: 2-5-81

SCALE: 1" = 50'

SHEET: E-Di-II-20

EASTWICK URBAN RENEWAL AREA

DISPOSITION PARCEL #20

STAGE II

D- 289-326

ALL THAT CERTAIN lot or place of ground Situate in the 40th Ward of the City of Philadelphia bounded and described as follows:

BEGINNING at a point forwarded by the intersection of the southerly side of Chelwynde Avenue (60 feet wide) and the easterly side of Chelwynde Place (100 feet wide); Thence extending eastward along the southerly side of Chelwynde Avenue 55'-0" to a point; Thence extending southward along a line parallel to Chelwynde Place, 137'-6" to a point; Thence extending westward along a line parallel to said Chelwynde Avenue 55'-0" to a point on the easterly side of said Chelwynde Place; Thence extending northward along the easterly side of Chelwynde Place 137'-6" to the first mentioned point and place of beginning.

CONTAINING in area: 7,562 sq. ft. or 0.1736 acres.

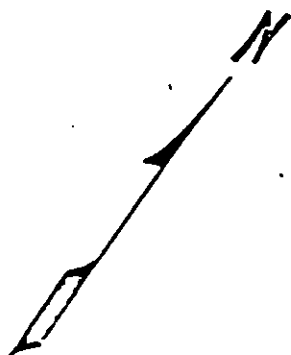
ST.

D- 289-327

80 BUIST

AV.

PT. OF BEGINNING



50'

127.5'

43

127.5'

50'

78TH

70'

PARCEL NO.	SQ. FT.	ACRES
43	6,375	0.1463

RDA 00100

LEGAL DESCRIPTION

EASTWICK URBAN RENEWAL AREA
STAGE II

DISPOSITION PLOT PLAN

PARCEL #43

D- 289-328

ALL THAT certain lot or piece of ground situate in the Fortieth Ward of the City of Philadelphia bounded and described as follows:

BEGINNING at a point formed by the intersection of the southerly side of Buist Avenue (80' wide) and the westerly side of 78th Street (70' wide); thence extending southward along the westerly side of said 78th Street, 127.5' to a point; thence extending westward along a line parallel to said Buist Avenue, 50' to a point; thence extending northward along a line parallel to said 78th Street, 127.5' to a point on the southerly side of said Buist Avenue; thence extending eastward along the southerly side of Buist Avenue, 50' to the first mentioned point and place of beginning.

CONTAINING in area 6,375 square feet or 0.1463 acres.

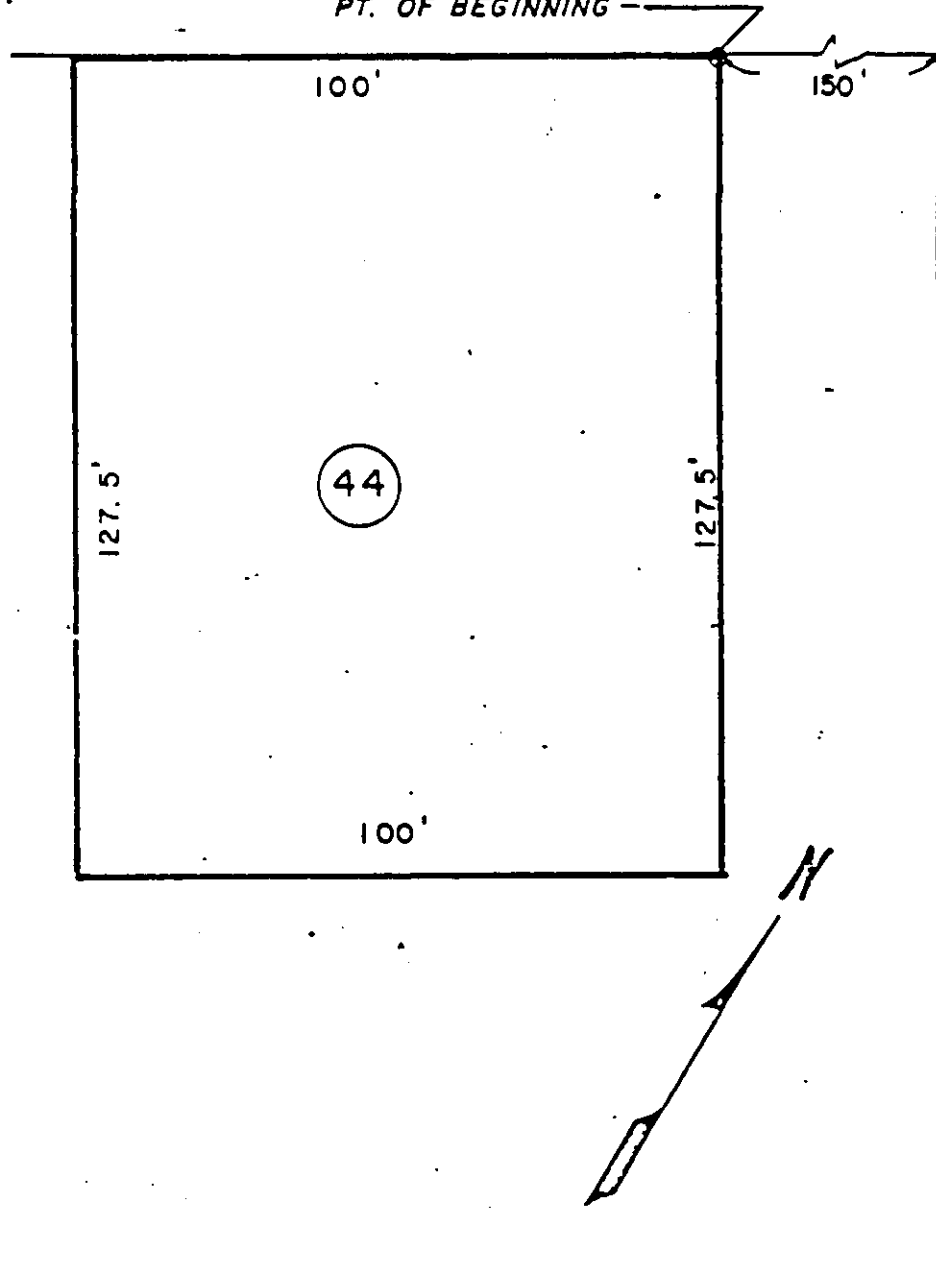
ST.

D- 289-329

80' BUIST

AVE.

PT. OF BEGINNING



PARCEL NO.	SQ. FT.	ACRES
44	12,750	0.2927

RDA 00102

REDEVELOPMENT AUTHORITY of the CITY OF PHILADELPHIA

EASTWICK U.R.A. II - DISPOSITION PLOT PLAN - PARCEL # 44

REDEVELOPMENT
ENGINEERING
SERVICES

DRAWN: C. W. MOSELY

DATE: 2 - 5 - 81

SCALE: 1" = 30'

SHEET - DI-15-4

LEGAL DESCRIPTION

EASTWICK URBAN RENEWAL AREA

STAGE II

DISPOSITION PLOT PLAN

PARCEL #44

D- 289-330

ALL THAT CERTAIN lot or piece of ground situate in the fortieth ward of the City of Philadelphia bounded and described as follows:

BEGINNING at a point on the southerly side of Buist Avenue (80 feet wide) at a distance of 150 feet westward from the westerly side of 78th Street (70 feet wide); thence extending southward along a line parallel to said 78th Street, 127.5 feet to a point; thence extending westward along a line parallel to said Buist Avenue 100 feet to a point; thence extending northward along a line parallel to said 78th Street, 127.5 feet to a point on the southerly side of Buist Avenue; thence extending eastward along the southerly side of said Buist Avenue, 100 feet to the first mentioned point and place of beginning.

CONTAINING in area 12,750 square feet or 0.2927 acres.

D- 289-332

LEGAL DESCRIPTION

EASTWICK URBAN RENEWAL AREA

PARCEL # 48

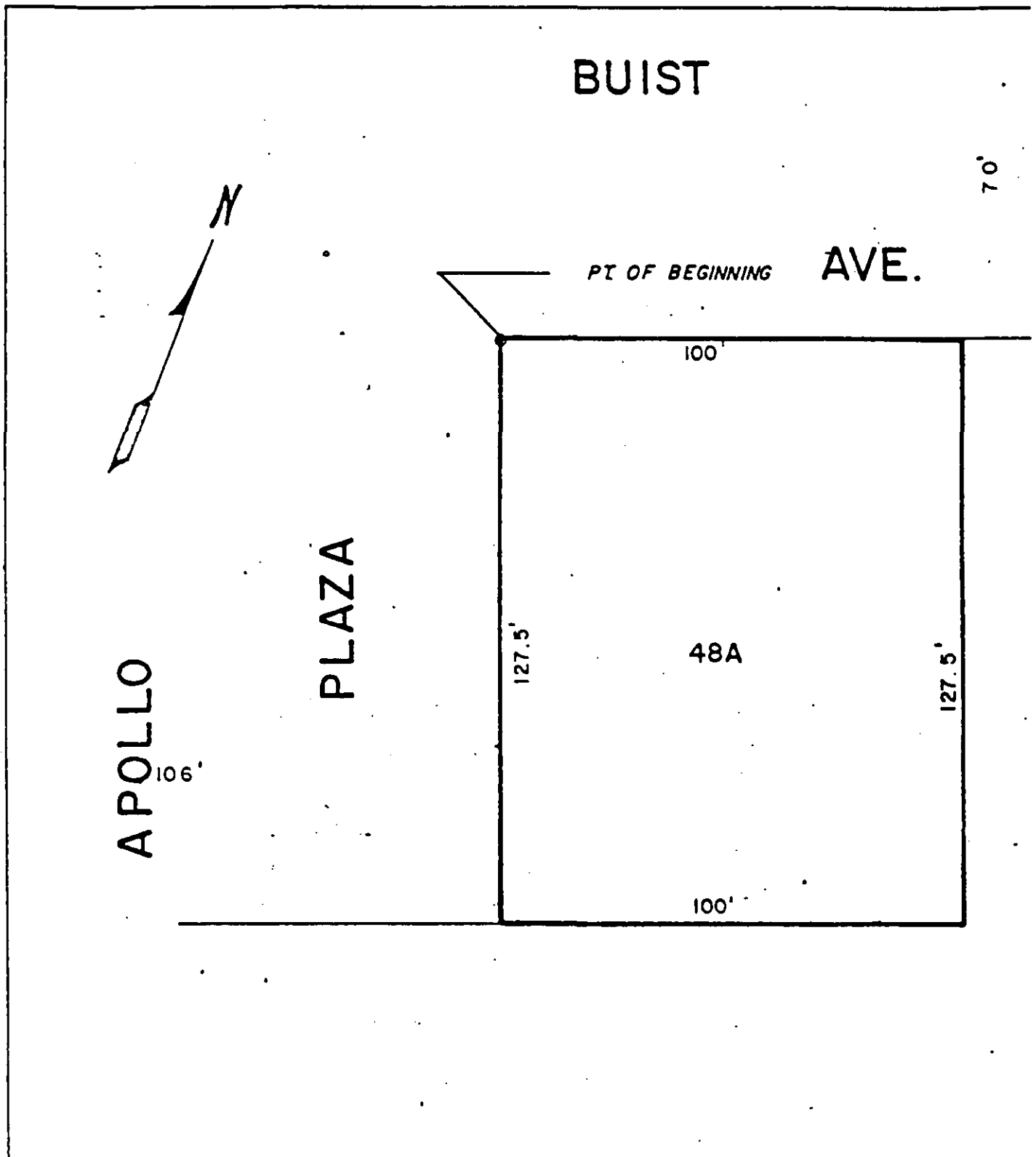
ALL THAT CERTAIN lot or piece of ground situate in the Fortieth Ward of the City of Philadelphia bounded and described as follows:

BEGINNING at a point formed by the intersection of the northeasterly side of 80th Street (70' wide) with the southeasterly side of Buist Avenue (70' wide); thence extending in a northeasterly direction along the said southeasterly side of Buist Avenue 100'-0" to a point; thence extending in a southeasterly direction 127'-6" to a point; thence extending in a southeasterly direction 100'-0" to a point on the northeasterly side of said 80th Street; thence extending in a northwesterly direction along the said northeasterly side of 80th Street 127'-6" to the first-mentioned point and place of beginning.

CONTAINING in area 12,750 square feet or 0.2926 acres.

PARCEL NO.	SQ. FT.	ACRES
48 A	12,750	0.2927

D- 289-333



RDA 00106

REDEVELOPMENT AUTHORITY of the CITY OF PHILADELPHIA

EASTWICK U.R.A. II - DISPOSITION PLOT PLAN - PARCEL #48A

REDEVELOPMENT
ENGINEERING
SERVICES

DRAWN: C.W. MOSELY
SCALE: 1" = 30'

DATE: 2 - 5 - 81
SHEETE-DI-II-48A

D- 289-334

LEGAL DESCRIPTION
EASTWICK URBAN RENEWAL AREA
STAGE II
DISPOSITION PLOT PLAN
PARCEL #48A

ALL THAT CERTAIN lot or piece of ground situate in the fortieth ward of the City of Philadelphia bounded and described as follows:

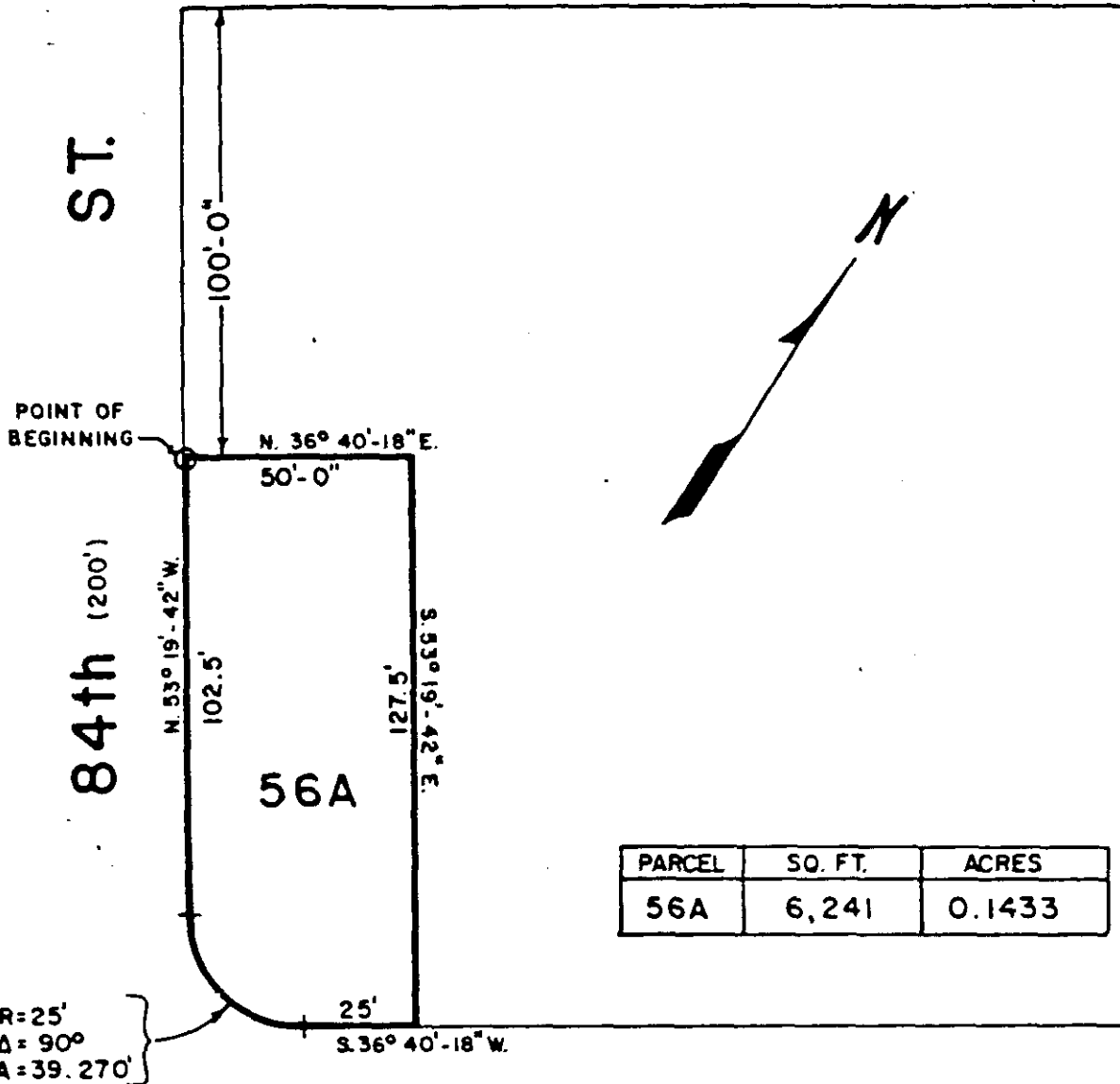
BEGINNING at a point formed by the intersection of the southerly side of Buist Avenue (70 feet wide) and the easterly side of Apollo Plaza (106 feet wide); Thence extending eastward along the southerly side of said Buist Avenue, 100 feet to a point; Thence extending southward along a line parallel to said Apollo Plaza, 127.5 feet to a point; Thence extending westward along a line parallel to said Buist Avenue, 100 feet to a point on the easterly side of said Apollo Plaza; Thence extending northward along the easterly side of said Apollo Plaza, 127.5 feet to the first mentioned point and place of beginning.

CONTAINING in area 12,750 square feet or 0.2927 acres.

D- 289-335
AVE.

(103') CHELWYNDE

ST.



LINDBERGH (200' Wide) BLVD.

RDA 00108

REDEVELOPMENT AUTHORITY of the CITY OF PHILADELPHIA

EASTWICK URA - DISPOSITION PLOT PLAN - STAGE II - PARCEL No 56A

REDEVELOPMENT
ENGINEERING
SERVICES

DRAWN: W. F. GRIEB

DATE: 2-20-81

SCALE: 1" = 40'

SHEET: E-Di-II-56A

EASTWICK URBAN RENEWAL AREA

DISPOSITION PARCEL #56A

D- 289-336

STAGE II

ALL THAT CERTAIN lot or piece of ground Situate in the 40th Ward of the City of Philadelphia bounded and described as follows:

BEGINNING at a point on the Northeasterly side of 84th Street (200' wide) at a distance of 100'-0" southward from the southeasterly side of Chelwynde Avenue (103 feet wide); Thence extending N. 36° -40'-18" E. along a line parallel to said Chelwynde Avenue, a distance of 50'0" to a point; Thence extending S. 53° -19'-42" E. along a line parallel to said 84th Street, a distance of 127.5' to a point on the northwesterly side of Lindbergh Boulevard (200 feet wide); Thence extending S. 36° -40'-18" W. along the northwesterly side of Lindbergh Boulevard, 25'-0" to a point of curvature; Thence extending along a curve, curving to the right, with a radius of 25'-0" and a central angle of 90° -00'-00", an arc distance of 39.270', to a point of tangency on the northeasterly side of said 84th Street; Thence extending N. 53° -19'-42" W. along the northeasterly side of 84th Street a distance of 102.5' to the first mentioned point and place of beginning.

CONTAINING 6,241 sq. ft. or 0.1433 Acres.

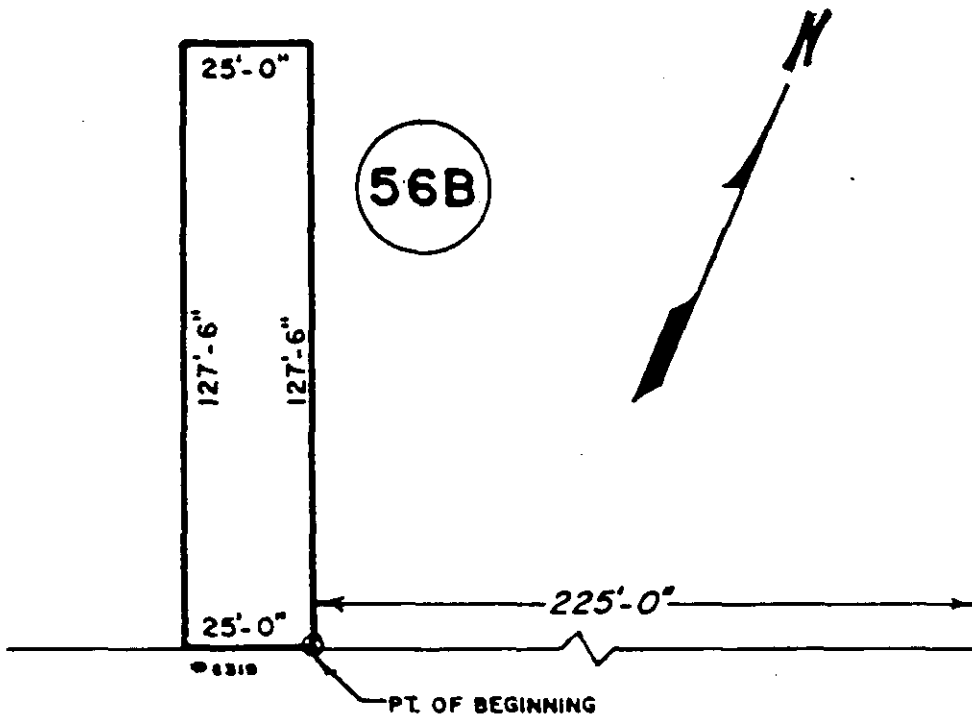
STAGE II

PARCEL	SQ. FT.	ACRES
56B	3,188	0.0731

ST. D- 289-337

(70' WIDE)

83rd



LINDBERGH (80' WIDE) BLVD.

RDA 00110

REDEVELOPMENT AUTHORITY of the CITY OF PHILADELPHIA
EASTWICK U.R.A. - DISPOSITION PLOT PLAN - PARCEL No. 56B

REDEVELOPMENT
ENGINEERING
SERVICES

DRAWN: W.F. GRIEB

DATE: 4-6-81

SCALE: 1" = 40'

SHEET: E-Di-II-56B

EASTWICK URA

D- 289-338

STAGE II

DISPOSITION PARCEL #56B

ALL THAT CERTAIN lot or piece of ground situate in the Fortieth Ward of the City of Philadelphia bounded and described as follows:

BEGINNING at a point on the northerly side of Lindbergh Boulevard (80' wide) at a distance of 225'-0" westward from the westerly side of 83rd Street (70' wide); thence extending in a westward direction along the northerly side of said Lindbergh Boulevard, 25'-0" to a point; thence extending northward along a line of property now or late of Harry Gormand 127'-6" to a point; thence extending eastward along a line parallel to said Lindbergh Boulevard, 25'-0" to a point; thence extending in a southward direction along a line parallel to 83rd Street, 127'-6" to the first mentioned point and place of beginning.

CONTAINING IN AREA: 3,188 square feet or 0.0731 acres.

BEING KNOWN AS 8319 Lindbergh Boulevard.

70
H
S

103

١٥

83RD

701

200.

LINDBERGH

BLVD.

200.

84TH

RDA 00112

REDEVELOPMENT AUTHORITY <i>of the</i> CITY OF PHILADELPHIA		
EASTWICK REDEVELOPMENT AREA STAGE II - DISPOSITION PARCEL No. 57A		
REDEVELOPMENT ENGINEERING SERVICES	DRAWN: C.W. MOSELY SCALE: 1" = 100'	DATE: 5 - 1 - 80 SHEET E - DI - 57A

LEGAL DESCRIPTION

EASTWICK REDEVELOPMENT AREA, STAGE II

DISPOSITION PARCEL #57A

D- 289-340

ALL THAT CERTAIN lot or piece of ground situate in the 40th Ward of the City of Philadelphia bounded and described as follows:

BEGINNING at a point on the northwesterly side of Lindbergh Boulevard (200' wide) at a distance of 100' southwestward from the southwesterly side of 83rd Street (70' wide); thence extending south $36^{\circ}-40'-18''$ west along the northwesterly side of said Lindbergh Boulevard 75' to a point; thence extending north $53^{\circ}-19'-42''$ west along a line of property now or late of Veronica Delphine Dettman 127.5' to a point; thence extending north $36^{\circ}-40'-18''$ east 75' to a point; thence extending south $53^{\circ}-19'-42''$ east along a line of the aforesaid Dettman property 127.5' to the first mentioned point and place of beginning.

CONTAINING IN AREA 9,562 square feet or 0.2195 acres.

D- 289-341

ST.

34'

CHELWYNDE

(60' WIDE)

AVE.

13'

N. 36° 40'-18" E.

27.67'

172.33'

N. 53° 19'-42" W.

100'-0"

57B

100'-0"

S. 53° 19'-42" E.

27.67'

S. 36° 40'-18" W.

(70' WIDE)

83rd

17'

36'

PARCEL	SQ. FT.	ACRES
57B	2,767	0.0635

RDA 00114

REDEVELOPMENT AUTHORITY of the CITY OF PHILADELPHIA

EASTWICK URBAN RENEWAL AREA PLOT PLAN-PARCEL 57B, STAGE II

REDEVELOPMENT
ENGINEERING

DRAWN: W E GRIEB

DATE: 10-17-80

SCALE: 1" = 30'

SHEET: E.D. 57B

EASTWICK URA

DISPOSITION PLOT PLAN

PARCEL #57B

D- 289-342

ALL THAT CERTAIN lot or piece of ground situate in the 40th Ward of the City of Philadelphia bounded and described as follows:

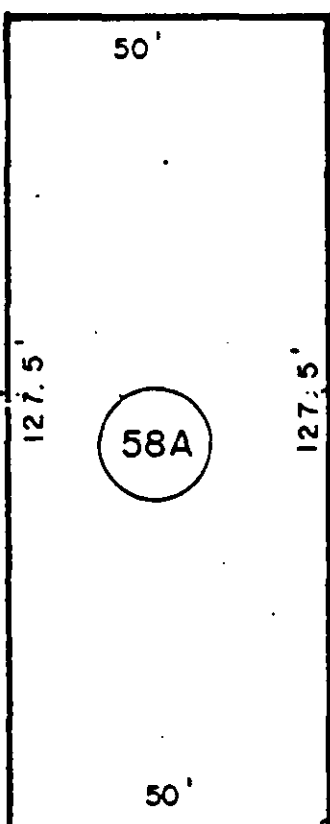
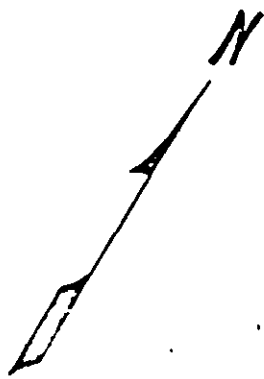
BEGINNING at a point on the southeasterly side of Chelwynde Avenue (60' wide) at a distance of 172.33' southwestward from the southwesterly side of 83rd Street (70' wide); thence extending S. $53^{\circ}-19'-42''$ east along a line parallel to said 83rd Street 100'-0" to a point; thence extending S. $36^{\circ}-40'-18''$ west along a line parallel to said Chelwynde Avenue 27.67' to a point; thence extending N. $53^{\circ}-19'-42''$ west a distance of 100'-0" to a point on the southeasterly side of said Chelwynde Avenue; thence extending N. $36^{\circ}-40'-18''$ east along the southeasterly side of Chelwynde Avenue 27.67' to the first mentioned point and place of beginning.

CONTAINING IN AREA 2,767 square feet or 0.0635 acres.

D- 289-343
ST.

PARCEL NO.	SQ. FT.	ACRES
58 A	6,375	0.1463

70'



82ND

PT. OF BEGINNING

200'

LINDBERGH

BLVD.

RDA 00116

REDEVELOPMENT AUTHORITY of the CITY OF PHILADELPHIA		
EASTWICK U.R.A. II	DISPOSITION PLOT PLAN	PARCEL #58A
REDEVELOPMENT ENGINEERING SERVICES	DRAWN: C. W. MOSELY SCALE: 1" = 30'	DATE: 2 - 5 - 81 SHEET E-DI-II-58A

LEGAL DESCRIPTION
EASTWICK URBAN RENEWAL AREA

STAGE II
DISPOSITION PLOT PLAN
PARCEL #58A

D- 289-344

ALL THAT CERTAIN lot or piece of ground situate in the fortieth ward of the City of Philadelphia bounded and described as follows:

BEGINNING at a point formed by the intersection of the northerly side of Lindbergh Boulevard (200 feet wide) and the westerly side of 82nd Street (70 feet wide); thence extending westward along the northerly side of said Lindbergh Boulevard, 50 feet to a point; thence extending northward along a line parallel to said 82nd Street 127.5 feet to a point; thence extending eastward along a line parallel to said Lindbergh Boulevard, 50 feet to a point on the westerly side of said 82nd Street; thence extending southward along the westerly side of said 82nd Street, 127.5 feet to the first mentioned point and place of beginning.

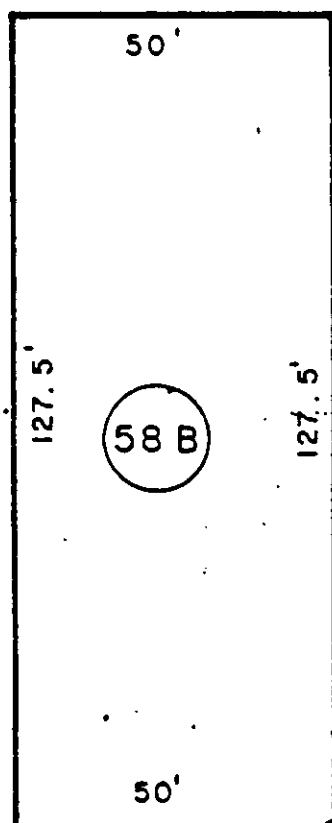
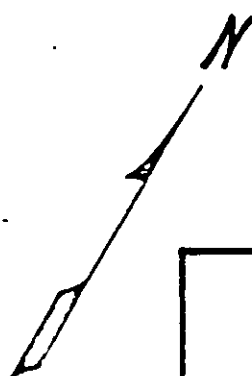
CONTAINING in area 6,375 square feet or 0.1463 acres.

D- 289-345

PARCEL NO.	SQ. FT.	ACRES
58 B	6,375	0.1463

ST.

70'



125'

PT. OF BEGINNING

LINDBERGH

82ND.

BLVD.

200'

RDA 00118

REDEVELOPMENT AUTHORITY of the CITY OF PHILADELPHIA
EASTWICK U.R.A. II - DISPOSITION PLOT PLAN - PARCEL #58B

REDEVELOPMENT
ENGINEERING
SERVICES

DRAWN: C. W. MOSELY

DATE: 2 - 5 - 81

SCALE: 1" = 30'

SHEET E-DI-II-

LEGAL DESCRIPTION

BRADDOCK URBAN RENEWAL AREA

STAGE II

D- 289-346

DISPOSITION PLOT PLAN

PARCEL #58B

ALL THAT CERTAIN lot or piece of ground situate in the fortieth ward of the City of Philadelphia bounded and described as follows:

BEGINNING at a point on the northerly side of Lindbergh Boulevard (200 feet wide) at a distance of 125 feet westward from the westerly side of 82nd Street (70 feet wide); thence extending westward along the northerly side of said Lindbergh Boulevard 50 feet to a point; thence extending northward along a line parallel to said 82nd Street, 127.5 feet to a point; thence extending eastward along a line parallel to said Lindbergh Boulevard, 50 feet to a point; thence extending southward along a line parallel to said 82nd Street, 127.5 feet to the first mentioned point and place of beginning.

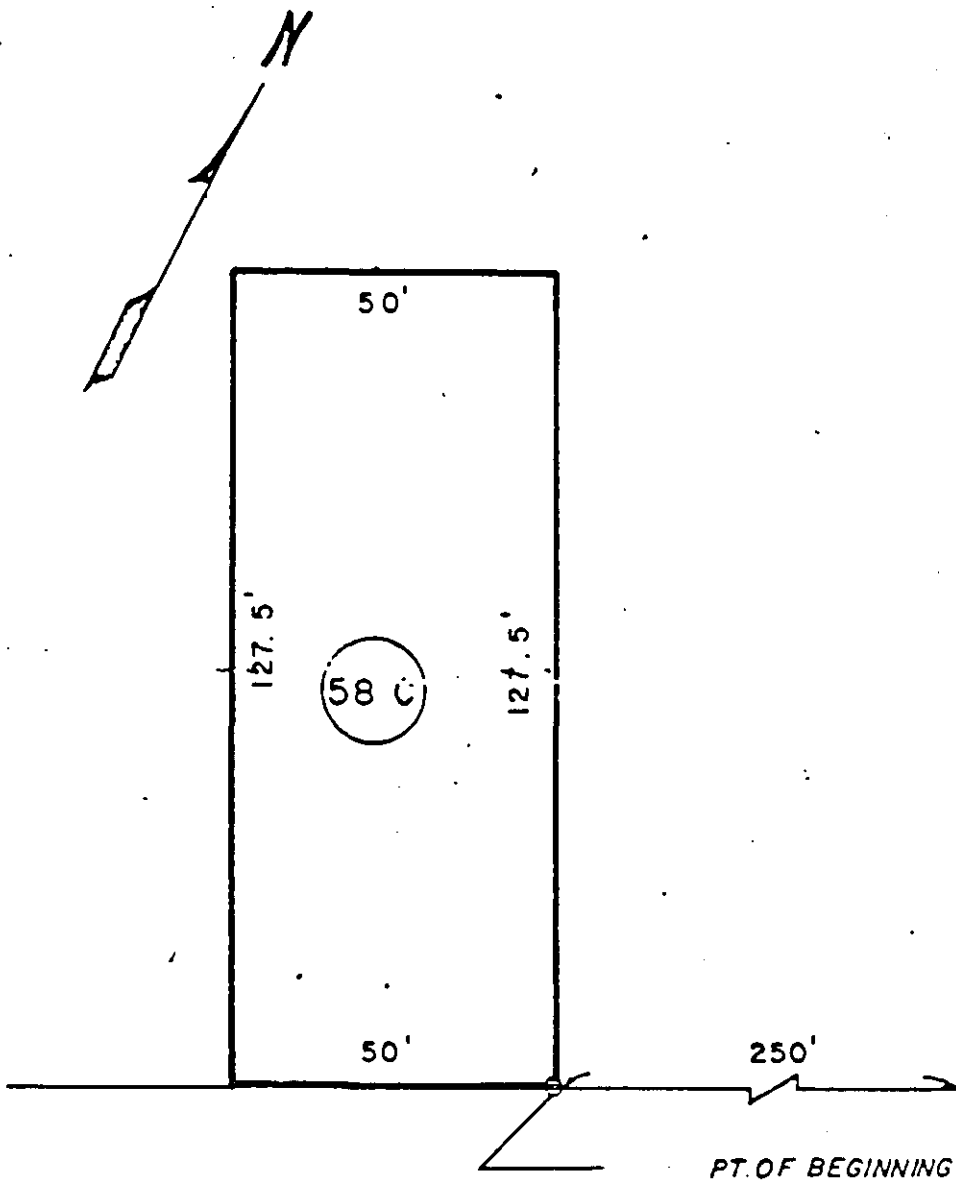
CONTAINING in area 6,375 square feet or 0.1463 acres.

D- 289-347

ST.

70'

PARCEL NO.	SQ. FT.	ACRES
58 C	6,375	0.1463



LINDBERGH

BLVD.

RDA 00120

REDEVELOPMENT AUTHORITY of the CITY OF PHILADELPHIA		
EASTWICK U.R.A. II - DISPOSITION PLOT PLAN - PARCEL#58C		
REDEVELOPMENT ENGINEERING SERVICES	DRAWN: C. W. MOSELY SCALE: 1" = 30'	DATE: 2 - 5 - 81 SHEET E-01-2-000

ORIGINAL

LEGAL DESCRIPTION

EASTWICK URBAN RENEWAL AREA

STAGE II

D- 289-348

DISPOSITION PLOT PLAN

PARCEL #58C

ALL THAT CERTAIN lot or piece of ground situate in the fortieth ward of the City of Philadelphia bounded and described as follows:

BEGINNING at a point on the northerly side of Lindbergh Boulevard (200 feet wide) at a distance of 250 feet westward from the westerly side of 82nd Street (70 feet wide); thence extending westward along the northerly side of said Lindbergh Boulevard 50 feet to a point; thence extending northward along a line parallel to said 82nd Street, 127.5 feet to a point; thence extending eastward along a line parallel to said Lindbergh Boulevard, 50 feet to a point; thence extending southward along a line parallel to said 82nd Street, 127.5 feet to the first mentioned point and place of beginning.

CONTAINING in area 6,475 square feet or 0.1463 acres.

58D
289-34

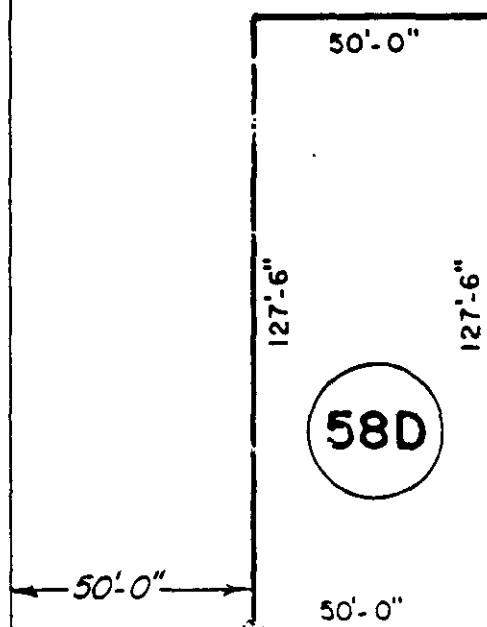
STAGE II D- 289-34

PARCEL	SQ. FT.	ACRES
58D	6,375	0.1463

ST.

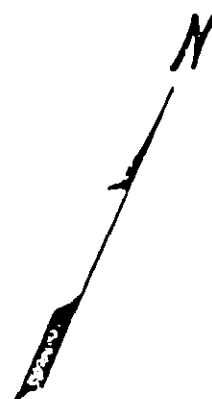
(70' WIDE)

83rd



PT. OF
BEGINNING

*#231-33



LINDBERGH (80' WIDE) BLVD.

RDA 00122

REDEVELOPMENT AUTHORITY of the CITY OF PHILADELPHIA
EASTWICK U.R.A. - DISPOSITION PLOT PLAN - PARCEL No. 58D

REDEVELOPMENT
ENGINEERING
SERVICES

DRAWN: W. F. GRIEB

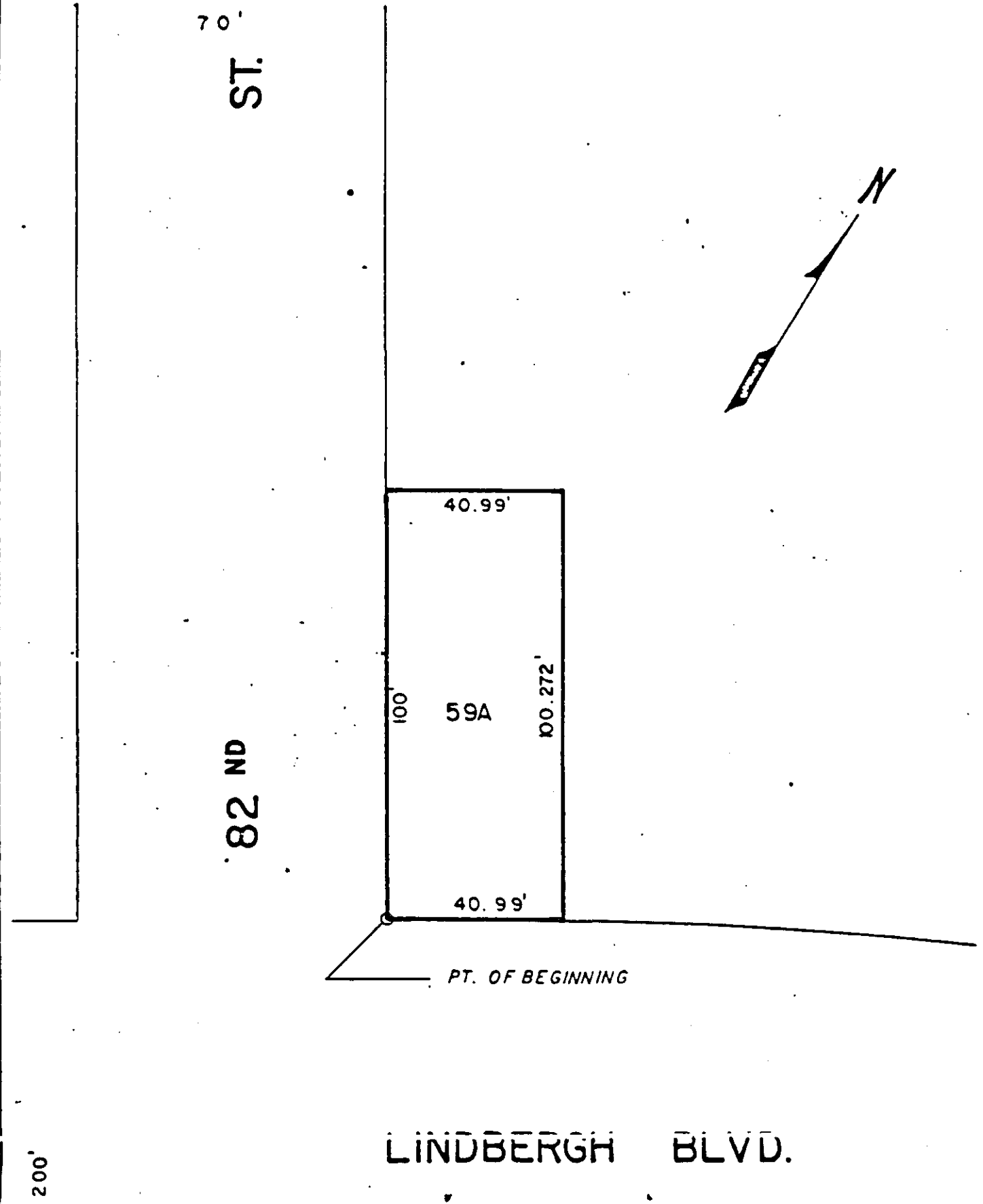
DATE: 4-6-81

SCALE: 1" = 40'

SHEET: E-DI-II-58

PARCEL NO.	SQ. FT.	ACRES
59 A	4,104	0.0942

D- 289-351



RDA 00123

REDEVELOPMENT AUTHORITY of the CITY OF PHILADELPHIA		
EASTWICK U.R.A.	DISPOSITION PLOT PLAN	PARCEL # 59A
REDEVELOPMENT ENGINEERING	DRAWN: C. W. MOSELY	DATE: 2 - 5 - 81

LEGAL DESCRIPTION
EASTWICK URBAN RENEWAL AREA
STAGE II
DISPOSITION PLOT PLAN
PARCEL #59A

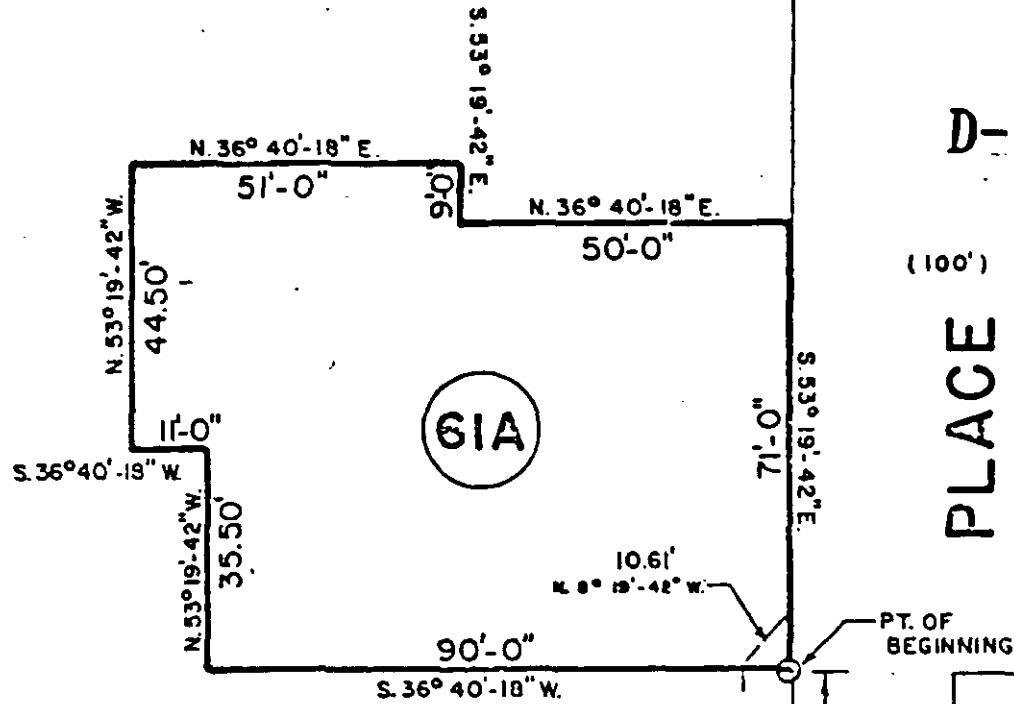
D- 289-352

ALL THAT CERTAIN lot or piece of ground situate in the fortieth ward of the City of Philadelphia bounded and described as follows:

BEGINNING at a point formed by the intersection of the northerly side of Lindbergh Boulevard (200 feet wide) and the easterly side of 82nd Street (70 feet wide); thence extending northward along the easterly side of said 82nd Street, 100 feet to a point; thence extending eastward along a line at right angles to said 82nd Street, 40.99 feet to a point; thence extending southward along a line parallel to said 82nd Street, 100.272 feet to a point on the northerly side of said Lindbergh Boulevard; thence extending westward along the northerly side of said Lindbergh Boulevard 40.99 feet to the first mentioned point and place of beginning.

CONTAINING in area 4,104 square feet or 0.0942 acres.

D- 289-353



PARCEL	SQ. FT.	ACRES
61A	7,239	0.1662

LINDBERGH (200') BLVD.

RDA 00125

REDEVELOPMENT AUTHORITY of the CITY OF PHILADELPHIA

EASTWICK URA - DISPOSITION PLOT PLAN - STAGE II - PARCEL No. 61A

REDEVELOPMENT
ENGINEERING
SERVICES

DRAWN: W E GRIEB

SCALE: 1" = 30'

DATE: 2-24-81

SHEET: E-Di-II-61A

ORIGINAL
8-1-61

LEGAL DESCRIPTION

EASTWICK URBAN RENEWAL AREA

DISPOSITION PARCEL #61A

STAGE II

D- 289-35

ALL THAT CERTAIN lot or piece of ground situate in the Fortieth Ward of the City of Philadelphia bounded and described as follows:

BEGINNING at a point on the southwesterly side of Caesar Place (100' wide), at a distance of 93.25' northwestward from the northwesterly side of Lindbergh Boulevard (200' wide); thence extending S. $36^{\circ} 40' - 18''$ west a distance of 90'-0" to a point; thence extending N. $53^{\circ} 19' 42''$ west, 35.50' to a point; thence extending S. $36^{\circ} 40' - 18''$ west, a distance of 11'-0" to a point; thence extending N. $53^{\circ} 19' 42''$ west, along a line parallel to said Caesar Place, 44.50' to a point; thence extending N. $36^{\circ} 40' - 18''$ east, 51'-0" to a point; thence extending S. $53^{\circ} 19' 42''$ E. a distance of 9'-0" to a point; thence continuing N. $36^{\circ} 40' - 18''$ E. 50'-0" to a point on the southwesterly side of said Caesar Place; thence extending S. $53^{\circ} 19' 42''$ east, along the southwesterly side of Caesar Place, 71'-0" to the first mentioned point and place of beginning.

CONTAINING IN AREA: 7,239 SQ. FT. or 0.1662 Acres

Subject to a utility easement at the easterly corner totaling 40 Sq.Ft., more or less.

D- 289-3

EASTWICK URBAN RENEWAL AREA

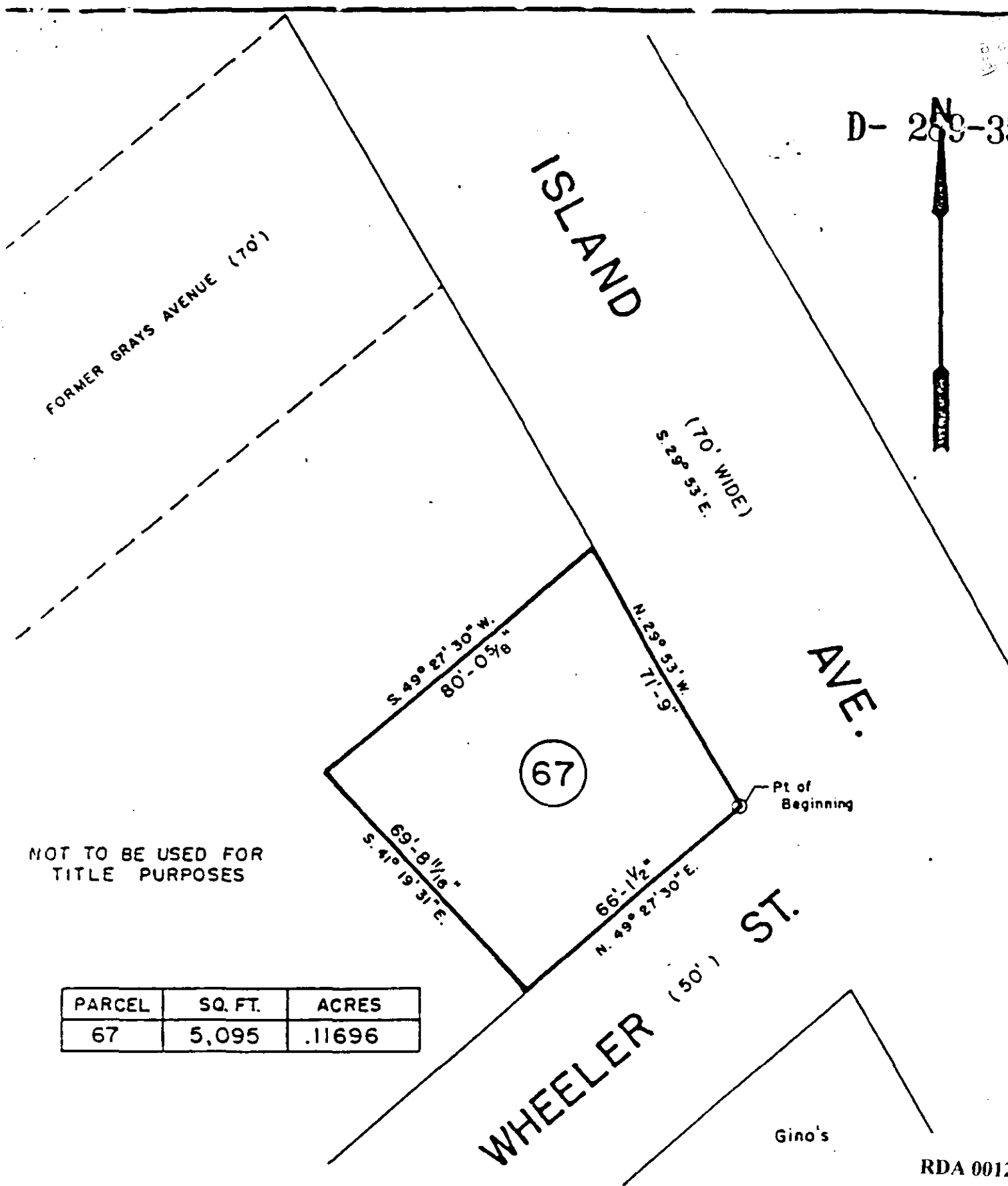
DISPOSITION PARCEL #67

ALL THAT CERTAIN lot or piece of ground situate in the 40th Ward of the City of Philadelphia bounded and described as follows:

BEGINNING at the point of intersection of the southwesterly side of Island Avenue (70' wide) and the northwesterly side of Wheeler Street (50' wide); thence extending north $29^{\circ}-53'$ west $71'-9''$, more or less, along the said southwesterly side of Island Avenue to a point; thence extending south $49^{\circ}-27'-30''$ west $80'-0 \frac{5}{8}''$, more or less, to a point; thence extending south $41^{\circ}-19'-31''$ east $69'-8 \frac{11}{16}''$, more or less, to a point on the northwesterly side of Wheeler Street; thence extending north $49^{\circ}-27'-30''$ east $66'-1 \frac{1}{2}''$ more or less, along the said northwesterly side of Wheeler Street to the first mentioned point and place of beginning.

CONTAINING IN AREA 5,095 square feet or .11696 acres.

D- 269-355



NOT TO BE USED FOR
TITLE PURPOSES

PARCEL	SQ. FT.	ACRES
67	5,095	.11696

Gino's

RDA 00128

REDEVELOPMENT AUTHORITY of the CITY OF PHILADELPHIA		
EASTWICK URBAN RENEWAL AREA-DISPOSITION PLOT PLAN-PARCEL #67		
<u>REDEVELOPMENT</u> <u>ENGINEERING</u> 00000000	DRAWN: W. F. GRIEB SCALE: 1" = 30'	DATE: 2-23-77 Revised: 2-21-80

FIRST
Amendment

D-1702-34

COPY

AUG-24-61 3 00 50 2

The REDEVELOPMENT AUTHORITY OF THE CITY OF PHILADELPHIA and NEW EASTWICK CORPORATION agree that Agreement between REDEVELOPMENT AUTHORITY OF THE CITY OF PHILADELPHIA and NEW EASTWICK CORPORATION for Stages I, II, III and IV of the Eastwick Redevelopment Agreement of the 15th day of June A.D. 1961 recorded in Department of Records in and for the City of Philadelphia in Deed Book C.A.B. No. 1692 page 123, etc. shall be amended to be dated the 12th day of July A.D. 1961.

IN WITNESS WHEREOF, the AUTHORITY and the REDEVELOPER have caused this Agreement to be executed by their proper officers and their respective seals affixed hereto and attested on the 17th day of August, 1961.

ATTEST:

REDEVELOPMENT AUTHORITY OF
THE CITY OF PHILADELPHIA

Walter K. Livingston 2.
(SEAL)
ASSISTANT SECRETARY

BY: Walter H. Darneston
VICE-CHAIRMAN

ATTEST:

NEW EASTWICK CORPORATION



Sid Jagger
(SEAL)
SECRETARY

BY: Robert M. Cole
PRESIDENT

Approved as to legal form
and legal adequacy.

Date: 8/17/61
REDEVELOPMENT AUTHORITY OF
THE CITY OF PHILADELPHIA
Signed J. E. Gordon
Attorney at Law

Approved as to purpose and terms
Per [Signature]
EXECUTIVE DIRECTOR
REDEVELOPMENT AUTHORITY
OF THE CITY OF PHILADELPHIA
Resolution adopted # 2694
3-3-61

Recorded 8-24-61
D.B.K. CAB 1702-302

25-
350
57

On the 17th day of August Anno Domini 1961, before me, the subscriber, a Notary Public of the Commonwealth of Pennsylvania, residing in the County of Philadelphia, personally appeared WALTER R. LIVINGSTON JR., Assistant Secretary of the said ~~RECREATION~~ AUTHORITY OF THE CITY OF PHILADELPHIA, who, being duly sworn according to law, deposes and says that he was personally present at the execution of the above Agreement and saw the common or corporate seal of the AUTHORITY duly affixed thereto; that the seal so affixed thereto is the common or corporate seal of said AUTHORITY; that the said Agreement was duly signed, sealed and delivered by GUSTAVE G. AMSTERDAM, Vice-Chairman of the said AUTHORITY, for the uses and purposes therein mentioned, and that the names of this deponent as Assistant Secretary and of GUSTAVE G. AMSTERDAM as Vice-Chairman of the said AUTHORITY, subscribed to the above Agreement in attestation of its due execution and delivery are of their and each of their respective handwritings.

Walter R. Livingston Jr.

WALTER R. LIVINGSTON JR.
Assistant Secretary

Sworn to and subscribed
before me the day and year
aforesaid. WITNESS my hand
and Notarial seal.

Anthony J. Sullivan
Notary Public


My Commission Expires 1/29/63

On the 17th day of August Anno Domini 1961, before me, the subscriber, a Notary Public of the Commonwealth of Pennsylvania, residing in the County of Philadelphia, personally appeared Sid Jagger, Secretary of the said NEW EASTWICK CORPORATION, who, being duly sworn according to law, deposes and says that he was personally present at the execution of the above Agreement and saw the common or corporate seal of NEW EASTWICK CORPORATION duly affixed thereto; that the seal so affixed thereto is the common or corporate seal of the said NEW EASTWICK CORPORATION and the said Agreement was duly signed, sealed and delivered by Albert M. Cole, President of the said NEW EASTWICK CORPORATION for the uses and purposes therein mentioned, and that the names of this deponent as Secretary and of Albert M. Cole as President of the said NEW EASTWICK CORPORATION subscribed to the above Agreement in attestation of its due execution and delivery are of their and each of their respective handwritings.

Sid Jagger
 SID JAGGER
 Secretary

Sworn to and subscribed
 before me the day and year
 aforesaid. WITNESS my hand
 and Notarial Seal.

Harriet M. Gingle
 Notary Public
 Commission Expires Jan. 4, 1964



254647



Commissioner of Records in and for the City of Philadelphia

Page 302
AUG 24 A. D. 1961

Commissioner of Records

Charles A. Baker

ORIGINAL

7- 289-259

06477

SECOND AMENDATORY AGREEMENT

BETWEEN

REDEVELOPMENT AUTHORITY OF THE CITY OF PHILADELPHIA

AND

NEW EASTWICK CORPORATION

THIS SECOND AMENDATORY AGREEMENT, entered into as of this 17th day of August A.D., 1981, by and between the REDEVELOPMENT AUTHORITY OF THE CITY OF PHILADELPHIA, hereinafter called "AUTHORITY", and NEW EASTWICK CORPORATION, hereinafter called "REDEVELOPER".

WITNESSETH THAT:

WHEREAS, the AUTHORITY and the REDEVELOPER have entered into a Redevelopment Agreement dated June 9, 1961 and recorded in the Department of Records in and for the City of Philadelphia in Deed Book C.A.B. No. 1692, Page 123, On August 10, 1961; and

WHEREAS, the AUTHORITY and the REDEVELOPER have entered into a First Amendatory Agreement dated August 17, 1961 and recorded in the Department of Records in and for the City of Philadelphia in Deed Book C.A.B No. 1702, Page 302, on August 24, 1961; and

WHEREAS, as it is in the interest of the AUTHORITY and the REDEVELOPER to further amend the aforesaid Redevelopment Agreement, as amended, in order to better effectuate the purposes and undertaking of the parties thereto;

NOW, THEREFORE, the parties do mutually agree to further amend the aforesaid Redevelopment Agreement, as amended, as follows:

1. The scattered parcels in the Project Area covered by this Agreement are described in Exhibits "A" and "B" attached hereto and made a part hereof.
2. The REDEVELOPER hereby agrees to delete the aforementioned parcels from the Redevelopment Agreement, as amended, with the AUTHORITY and further agrees to relinquish any future claim to them.
3. The REDEVELOPER agrees to waive all claims, counsel fees and costs of any and all nature, etc., with respect to the parcels identified in Exhibits "A" and "B" attached hereto, except that the AUTHORITY agrees to waive REDEVELOPER'S fine arts obligation related to single family housing, on property acquired prior to July 31, 1981 in Residential Stages I and II.
4. The AUTHORITY hereby releases the REDEVELOPER from any and all obligations whatsoever pertaining to the parcels.
5. The AUTHORITY and the REDEVELOPER agree to amend Paragraph 13, Section E, of the aforesaid Redevelopment Agreement by eliminating "at the expiration of twenty-five (25) years from May 26, 1958"; and substituting "on December 31, 1999".
6. All other paragraphs and provisions of the aforesaid Redevelopment Agreement, as amended, shall continue in full force and effect until December 31, 1999.

7. It is hereby certified that the AUTHORITY has the power and right to enter into this Second Amendatory Agreement pursuant to Resolution No. 11,573 of the AUTHORITY adopted August 5, 1981 .

IN WITNESS WHEREOF, the REDEVELOPER has caused this Agreement to be executed by its proper officers and its proper officers and its respective seal affixed hereto and attested the day and year first above written.

ATTEST:

(SEAL)

James E. Clarke
First Secretary

REDEVELOPER

BY Paul J. Moore
Vice President

IN WITNESS WHEREOF, the AUTHORITY has caused this Agreement to be executed by its proper officers and its respective seal affixed hereto and attested 18 day of Aug. A.D., 1981.

ATTEST:

REDEVELOPMENT AUTHORITY OF
THE CITY OF PHILADELPHIA

(SEAL)

Thomas T. Delahanty
DEPUTY EXECUTIVE DIRECTOR
FINANCE AND PERSONNEL

BY

Michael R. D'Amico
EXECUTIVE DIRECTOR

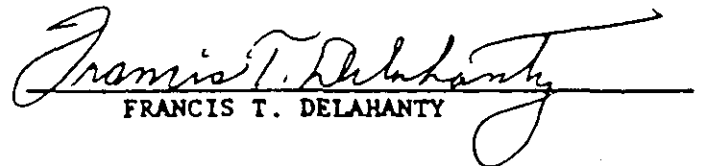
Approved as to legal form

Date: 8-13-81
REDEVELOPMENT AUTHORITY OF
THE CITY OF PHILADELPHIA

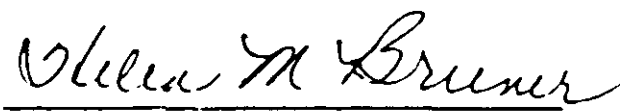
Signed: R. D'Amico
Attorney at Law

On the 18TH day of August Anno Domini 198 /

before me, the subscriber, a Notary Public of the Commonwealth of Pennsylvania, residing in the County of Philadelphia, personally appeared FRANCIS T. DELAHANTY, Deputy Executive Director, Finance and Personnel, of the said REDEVELOPMENT AUTHORITY OF THE CITY OF PHILADELPHIA, who, being duly sworn according to law, deposes and says that he was personally present at the execution of the above Agreement and saw the common or corporate seal of the AUTHORITY duly affixed thereto; that the seal so affixed thereto is the common or corporate of said AUTHORITY; that the Agreement was duly signed, sealed and delivered by MICHAEL R. ARNO, Executive Director, of the said AUTHORITY, for the uses and purposes therein mentioned, and that the names of this deponent as Deputy Executive Director, Finance and Personnel, and MICHAEL R. ARNO, Executive Director, of said AUTHORITY, subscribed to the above Agreement in attestation of its due execution and delivery are of their and each of their respective handwritings.


FRANCIS T. DELAHANTY

Sworn to and subscribed before
me the day and year aforesaid.
WITNESS my hand and Notarial Seal.


NOTARY PUBLIC

HELEN M. BRUNER
Notary Public, Phila., Phila. Co.
My Commission Expires March 13, 1984,

Third Amendatory Agreement

Between

Redevelopment Authority
of the
City of Philadelphia

and

New Eastwick Corporation

THIS THIRD AMENDATORY AGREEMENT entered into as of this 29th day of JUNE, 1983, by and between the Redevelopment Authority of the City of Philadelphia, (hereinafter "Authority") and New Eastwick Corporation, (hereinafter ("Redeveloper").

WITNESSETH THAT:

WHEREAS, the Authority and Redeveloper have entered into a Redevelopment Agreement dated June 9, 1961 and recorded in the Department of Records in and for the City of Philadelphia in Deed Book C.A.B. No. 1692, Page 123, on August 10, 1961; and

WHEREAS, the Authority and Redeveloper entered into a First Amendatory Agreement dated August 17, 1961 and recorded in the Department of Records in and for the City of Philadelphia in Deed Book C.A. B. No. 1702, Page 302, on August 24, 1961; and

WHEREAS, the Authority and Redeveloper entered into a Second Amendatory Agreement dated August 17, 1981 and recorded in the Department of Records in and for the City of Philadelphia in Deed Book _____, No. 289, Page 259, on August , 1981; and

WHEREAS, it is in the best interest of the Authority and the Redeveloper to further amend the aforesaid Redevelopment Agreement, as amended, in order to better effectuate the purposes and undertakings of the parties thereto.

NOW THEREFORE, the parties do mutually agree to further amend the aforesaid Redevelopment Agreement, as amended, as follows:

1. The Redeveloper hereby agrees to delete a parcel in the Project Area, as more particularly described in Exhibit "A" attached hereto and made a part hereof (hereinafter "Deleted Parcel") from the Redevelopment Agreement and further agrees to relinquish any further claim to it.

2. The Redeveloper agrees to waive all claims, counsel fees and costs of any all nature, etc., with respect to the Deleted Parcel.

3. The Authority hereby releases the Redeveloper from any and all obligations whatsoever pertaining to the Deleted Parcel.

4. The Authority and the Redeveloper agree to amend Paragraph 13, Section E, of the aforesaid Redevelopment Agreement by eliminating "...on December 31, 1999"; and substituting "...December 31, 2004 or Twenty-five (25) years from settlement whichever is later."

5. The total consideration as contained in the Redevelopment Agreement, as amended, shall be revised to reflect the deletion of the Deleted Parcel from the provisions of the aforesaid Redevelopment Agreement.

6. Authority hereby agrees to indemnify, defend and hold harmless (a) Redeveloper, Eastwick Joint Venture I, The Korman Co., (b) their respective officers, directors, shareholders, partners and employees and (c) all of the foregoing persons' or entities' respective heirs, executors, administrators, successors and assigns (the persons and/or entities referred to in clauses (a), (b) and (c) being hereinafter collectively referred to as the "Indemnified Parties") of and from any loss, cost, damage or expense (including, but not limited to, attorneys fees and court costs) arising under any existing or future law by reason of the presence of hazardous substances (as defined under any applicable law) or petroleum on the Deleted Parcel. This indemnity shall not apply to any hazardous substances or petroleum which are presently on the Deleted Parcel by reason of the acts of the Indemnified Parties.

7. All other paragraphs and provisions of the aforesaid Redevelopment Agreement, as amended, shall continue in full force and effect until December 31, 2004.

8. It is hereby certified that the Authority has the power and right to enter into this Third Amendatory Agreement pursuant to Resolution No. 14,271 of the Authority adopted March 9, 1993.

WITNESS WHEREOF, the Redeveloper and have caused this Amendatory Agreement to be executed by its proper offices and its respective seals affixed hereto and attested the day and year first above written.

ATTEST:

NEW EASTWICK CORPORATION

Donna C. Dabney
NAME: DONNA C. DABNEY
ITS: ASSISTANT ASSISTANT
(SEAL)

228.
BY: John M. Noonan
NAME: JOHN M. NOONAN
ITS: President

ATTEST:

REDEVELOPMENT AUTHORITY OF THE
CITY OF PHILADELPHIA

[Signature]
NAME:
DEPUTY EXECUTIVE DIRECTOR
(SEAL)

BY: [Signature]
NOEL EISENSTAT
EXECUTIVE DIRECTOR

Approved as to Legal Form
Redevelopment Authority of the City of Philadelphia
By: <u>[Signature]</u> Attorney-at-Law

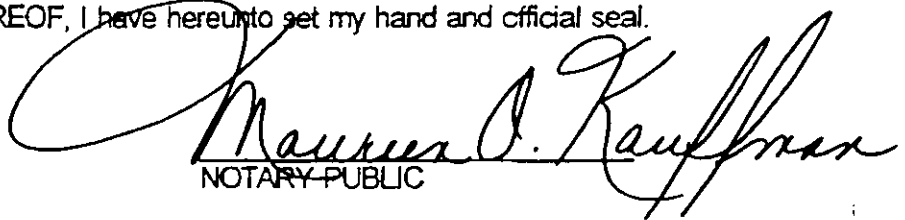
COMMONWEALTH OF PENNSYLVANIA :

SS

COUNTY OF PHILADELPHIA :

On this 29th day of June, 1993, before me the undersigned officer, personally appeared Noel Eisenstat who acknowledged himself to be the Executive Director of the Redevelopment Authority of the City of Philadelphia being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the Redevelopment Authority of the City of Philadelphia by himself as Executive Director.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.


NOTARY PUBLIC

My Commission expires:

NOTARIAL SEAL MAUREEN O. KAUFFMAN, Notary Public City of Philadelphia, Phila. County My Commission Expires May 8, 1995

RDA 00140

COMMONWEALTH OF VIRGINIA :
COUNTY OF HENRICO : SS

On this *29th* day of *June*, 1993, before me the undersigned officer, personally appeared John M. Noonan who acknowledged himself to be the President for New Eastwick Corporation being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of New Eastwick Corporation by himself as President.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Delano J. Cutledge
NOTARY PUBLIC

My Commission expires: *7-31-93*

EXHIBIT "A"

PHILADELPHIA INTERNATIONAL AIRPORT
REMOTE EMPLOYEE PARKING LOTS

LEGAL DESCRIPTION

ALL THAT CERTAIN lot or piece of ground with the improvements thereon erected, SITUATE in the Fortieth Ward of the City of Philadelphia, State of Pennsylvania, described according to a Plan of Exhibit No. 3 made for Division of Aviation by Franklin & Lindsey, Inc. dated May 7, 1993, to wit:

BEGINNING at a point of intersection of Southeast side of Bartram Ave. (112' wide) and West side of R.O.W. reserved for drainage and water main purposes (variable width);

THENCE, along West side of R.O.W. reserved for drainage and water main purposes and crossing Tinicum Ave. (80' wide) S 53°19'42" E, 587.510' to Northerly R.O.W. line of Route I-95 (variable width);

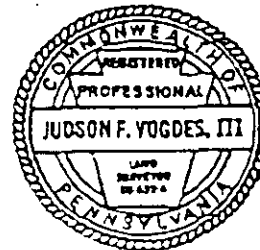
THENCE, leaving West side of R.O.W. reserved for drainage and water main purposes (80' wide) and along Northerly R.O.W. line of Route I-95, S 45°07'31.37" W, 308.328';

THENCE, leaving Northerly R.O.W. line of Route I-95 and recrossing Tinicum Ave., N 53°19'42" W, 845.280' to Southeast side of Bartram Ave.;

THENCE, along same, the following two courses and distances:

- 1) Along the arc of a circle curving to the left, with a radius of 1,483.872', the arc distance of 238.449' to point of tangency;
- 2) N 51°57'48" E, 80.971' to West side of R.O.W. reserved for drainage and water main purposes, the first mentioned point and place of BEGINNING.

CONTAINING: 186,219 Sq. Ft. (4.25203 Acres more or less)



BILL NO:

EASTWICK REDEVELOPMENT AREA

EASTWICK URBAN RENEWAL AREA

**EIGHTH AMENDED
REDEVELOPMENT PROPOSAL**

OCTOBER 1995

EASTWICK URBAN RENEWAL PLAN

REVISED	AUGUST	1957
FIRST AMENDMENT	FEBRUARY	1961
SECOND AMENDMENT	MAY	1964
FIRST MODIFICATION	AUGUST	1966
SECOND MODIFICATION	JANUARY	1969
THIRD MODIFICATION	OCTOBER	1969
THIRD AMENDMENT	MAY	1971
FIRST MODIFICATION	JANUARY	1973
SECOND MODIFICATION	FEBRUARY	1975
THIRD MODIFICATION	OCTOBER	1975
FOURTH AMENDMENT	AUGUST	1976
FIRST MODIFICATION	MARCH	1981
FIFTH AMENDMENT	JUNE	1981
SIXTH AMENDMENT	DECEMBER	1982
FIRST MODIFICATION	OCTOBER	1987
SECOND MODIFICATION	APRIL	1988
THIRD MODIFICATION	JUNE	1988
FOURTH MODIFICATION	APRIL	1989
SEVENTH AMENDMENT	MAY	1990
EIGHTH AMENDMENT	OCTOBER	1995

I N T R O D U C T I O N

The Eastwick Urban Renewal Plan area lies in southwest Philadelphia, adjacent to the International Airport and some forty minutes by public transportation from City Hall. It is generally bounded by 58th Street on the northeast, by Essington Avenue on the east, the Industrial Highway on the south and by the Delaware County line, Passyunk and Dicks Avenues to the west and northwest. It is traversed lengthwise by the Chester branch of the Reading Railroad. The Industrial Highway (Essington Avenue) affords direct through highway connection with Wilmington to the south, Center City, the Walt Whitman Bridge, and when constructed, the Delaware Expressway. See Map #1, Location Plan and Traffic Relationship.

The purpose of the redevelopment is to remove the blighting elements, which have prevented this area from developing as a normal part of the City. Many of the dwellings in the area are sub-standard. Considerable portions of the project area are not built up; improvements in the form of sewers, drainage, and other facilities are minimal or inadequate and a great many of the vacant parcels are tax delinquent.

It is proposed to clear, fill and drain this area and provide basic public utilities so that the land may be developed for residential, commercial, and industrial uses with adequate community facilities for the anticipated population. The Urban Renewal Plan sets forth these proposed land uses, and the controls, which will regulate the manner of developing the area. By the carrying out of this Plan, the area will become a safe and desirable place to live and work. The Plan has been designed to provide especially for a maximum of privacy for living, accessibility of shopping and recreation areas, and safety for school children.

As approved by Board Resolution No. 1442, dated June 7, 1957, of the Redevelopment Authority of the City of Philadelphia, this project is being undertaken with the assistance of the Housing and Home Finance Agency, Urban Renewal Administration, pursuant to the Federal Housing Act of 1954, as amended, and the Commonwealth of Pennsylvania Urban Redevelopment Law of 1945, P. L. 991, as amended.

A. DESCRIPTION OF THE PARTS CONSTITUTING THE URBAN RENEWAL PLAN

A list of the parts of the Urban Renewal Plan is as follows:

	<u>PAGE</u>
A. Description of the Parts Constituting the Urban Renewal Plan	1
B. Description of Urban Renewal Areas	3
C. Urban Renewal Project Activities Proposed	5
D. Execution of Urban Renewal Plan	5
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G. Land Acquisition, Demolition, and Clearance	9
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I. Conformity to General Plan and Workable Program	39
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EXHIBITS

- A. LEGAL DESCRIPTION
- B. PROPERTY REHABILITATION STANDARDS
- C. RESIDENTIAL REGULATIONS AND CONTROLS
- D. MAPS

B. DESCRIPTION OF URBAN RENEWAL AREA

1. Map

Map No. 2, Project Area Boundary, indicates the general boundaries of the Urban Renewal Area, the Slum Clearance and Redevelopment Section, and the Rehabilitation and Conservation Section.

2. Boundary Description

a. Urban Renewal Area

All those certain lots or pieces of ground situated in the 40th Ward of the City of Philadelphia, Pennsylvania, beginning at the point of intersection of the west side of Lindbergh Boulevard with the north side of 58th Street; thence east to the center line of the Philadelphia-Chester Branch of the Reading Railroad; thence south along the center line to the center line of the 60th Street Branch of the Pennsylvania Railroad; thence southeast and south along the Pennsylvania Railroad center line to the southeast side of Passyunk Avenue; thence southwest on Passyunk Avenue to the southeast side of Essington Avenue; thence south on Essington Avenue to the intersection of Essington Avenue with the south property line of Gulf Oil Corporation; thence southeast approximately on this property line to the intersection of said line with a line approximately 500 feet from and parallel to the Penrose Avenue Bridge; thence northeast along said parallel line to the pierhead and bulkhead line of the Schuylkill River; thence southeast along said line to the center line of Penrose Avenue Bridge; thence south along the same and the southeast side of Penrose Avenue to Essington Avenue; thence southwest along Essington Avenue to the Delaware County Line; thence northeast approximately 1,800 feet along the Reading Railroad to a point; thence along an irregular line to the northeastern right-of-way of the Gulf Oil pipeline; thence west and north along said right-of-way to Darby Creek; thence along the low water line of Darby Creek on the Philadelphia side to 84th Street; thence along the County line to a point on Cobbs Creek near 78th Street; thence along the low water line of Cobbs Creek on the Philadelphia side; thence along the center line of Cobbs Creek to the northwest boundary of the right-of-way of the Pennsylvania Railroad; thence northeast on same to the northeast side of Island Avenue; thence along same to northwest side of Passyunk Avenue; thence along same to the northwest side of Dicks Avenue; thence along same to the west side of Lindbergh Boulevard; thence along same to the place of beginning, containing 2,506 acres more or less and as shown on Map No. 2 entitled Project Area Boundary and as described in detail in the legal description entitled Exhibit A, and Map No. 10 entitled Project Boundary.

b. Slum Clearance and Redevelopment Section

All those certain lots or pieces of ground situated in the 40th Ward of the City of Philadelphia, Pennsylvania, beginning at the point of intersection of the west side of Lindbergh Boulevard with the north side of 58th Street; thence east to the center line of the Philadelphia-Chester Branch of the Reading Railroad; thence south along the center line of the 60th Street Branch of the Pennsylvania Railroad; thence southeast and south along the Pennsylvania Railroad center line to the southeast side of Passyunk Avenue; thence southwest on Passyunk Avenue to the southeast side of Essington Avenue; thence south on Essington Avenue to the intersection of Essington Avenue with the south property line of Gulf Oil Corporation; thence southeast approximately on this property line to the intersection of said line with a line approximately 500 feet from and parallel to the Penrose Avenue Bridge; thence northeast along said parallel line to the pierhead and bulkhead line of the Schuylkill River; thence southeast along said line to the center line of Penrose Avenue Bridge; thence south along the same and the southeast side of Penrose Avenue to Essington Avenue; thence southwest along Essington Avenue to the Delaware County line; thence west along the County line to the Reading Railroad; thence northeast approximately 1,800 feet along the Reading Railroad to a point; thence along an irregular line to the northeastern right-of-way of the Gulf Oil pipeline; thence west and north along said right-of-way to Darby Creek; thence along the low water line of Darby Creek on the Philadelphia side to 84th Street; thence along the County line to a point on Cobbs Creek near 78th Street; thence along the low water line of Cobbs Creek on the Philadelphia side to 77th Street; thence east along the north side of 77th Street to the west side of Buist Avenue; thence north along same to the north side of 74th Street; thence east along same to the north west side of Dicks Avenue; thence northeast along same to the northeast side of 73rd Street; thence southeast along same to the northwest side of Grovers Avenue; thence northeast along same to the south property line of the Glenorr Subdivision; thence east along same to the west side of Eastwick Avenue; thence north along same to the south side of 61st Street; thence west along same to the west side of Lindbergh Boulevard; thence north along same to the place of beginning; containing 2,291 acres more or less and as shown on Map No. 2 entitled Project Area Boundary.

c. Rehabilitation and Conservation Section

All those certain lots or pieces of ground situated in the 40th Ward of the City of Philadelphia, Pennsylvania, beginning at the point of intersection of the west side of Lindbergh Boulevard with the south side of 61st Street; thence east to the west side of Eastwick Avenue; thence south along same to the south property line of the Glenorr Subdivision; thence west along same to the northwest side of Grovers Avenue; thence southwest along same to the northeast side of 73rd

Street; thence northwest along same to the northwest side of Dicks Avenue; thence southwest along same to the north side of 74th Street; thence west along same to the west side of Buist Avenue; thence south along same to the north side of 77th Street; thence west along same to the low water line of Cobbs Creek; thence along the low water line of Cobbs Creek on the Philadelphia side; thence along the center line of Cobbs Creek to the northwest boundary of the right-of-way of the Pennsylvania Railroad; thence northeast on same to the northeast side of Island Avenue; thence along same to the northwest side of Passyunk Avenue; thence along same to the northwest side of Dicks Avenue; thence along same to the west side of Lindberg Boulevard; thence along same to the place of beginning, containing 215 acres more or less and as shown on Map No. 2 entitled Project Area Boundary.

C. URBAN RENEWAL PROJECT ACTIVITIES PROPOSED

The types of project activity proposed for the Eastwick Urban Renewal Area consists of Slum Clearance and Redevelopment and Rehabilitation or Conservation, each in a substantial portion of the Urban Renewal Area.

D. EXECUTION OF URBAN RENEWAL PLAN

The Redevelopment Authority of the City of Philadelphia has the responsibility for carrying out this Urban Renewal Plan.

The following city agencies have legal authority to carry out the code enforcement activities.

The Building Code	- Department of Licenses and Inspections
The Housing Code	- Department of Licenses and Inspections
The Fire Code	- Fire Department
The Health Code	- Department of Public Health
The Plumbing Code	- Department of Licenses and Inspections
The Traffic Code	- Police Department
The Zoning Code and Planning Code	- Department of Licenses and Inspections and City Planning Commission
The National Electrical Code	- Electrical Branch, Department of Public Property

E. PLANNING AND PROJECT IMPROVEMENT PROPOSALS

Provision is made for a rational distribution of major land uses, a street layout, which will be of maximum service to the new areas, and a statement of regulations and controls necessary to carry out the Urban Renewal Plan as conceived.

1. Project Area Plan

Map No. 6 entitled Project Area Plan is included in the Urban Renewal Plan. It shows the street system and proposed land use types within the following categories:

- a. Residential Areas
- b. Commercial Areas
- c. Industrial Areas
- d. Public Uses
- e. Semi-Public Uses

2. Zoning Plan

Map No. 5 A entitled Zoning Plan divides the area into appropriate zoning districts.

3. Street and Highway Adjustments Plan

The Street and Highway Adjustments Plan consists of Maps No. 3 and No. 4, showing the existing and proposed street layouts in relation to each other. Map No. 3 uses the existing mapped streets as a base. Map No. 4 uses the proposed mapped streets as a base. Map No. 4 also shows easements and rights-of-way.

The proposed major street layout connects Eastwick to the surrounding area. The minor street network may be modified as sub-division is carried out and as needs of individual redevelopers are taken into account.

F. REHABILITATION OF STRUCTURES

1. Extent

The Redevelopment Authority will undertake a program to encourage improvement, as needed, of the structures, which are within the boundaries of the Eastwick Project but are not to be acquired by the Authority. The majority of these structures lie within the boundary of the Rehabilitation and Conservation Section. However, a sizeable number of properties not to be acquired in the Slum Clearance and Redevelopment Section will also be subject to the rehabilitation and conservation program. These properties are identified on Map No. 2 entitled Project Area Boundary.

Preliminary studies have also indicated many houses which are structurally sound, but which must be removed from their present locations in the Slum Clearance and Redevelopment Section. Final determination as to whether these structures can be relocated to other parts of the Project Area awaits detailed engineering studies. The standards to be followed in determining the advisability of moving structures will be marketability, economic feasibility and quality of construction. Project buildings to be relocated on off-site locations within the City of Philadelphia shall be in an area zoned residential and shall have adequate lot size, utilities and community facilities.

All portions of the Rehabilitation and Conservation Section, which are not specifically excepted from acquisition on Map No. 2 entitled Project Area Boundary Map, are to be acquired.

2. Methods to be Employed in Achieving Rehabilitation

The methods to be employed in achieving rehabilitation will consist of voluntary action by property owners, code enforcement, rehabilitation of certain acquired structures by private purchasers, special F.R.A. financing aids and the provision of additional public utilities and Community facilities.

The conservation and rehabilitation program along with such related activities as relocation and property management, will be administered by Redevelopment Authority personnel with knowledge and experience in such fields as community organization, finance, architecture, landscape architecture, interior design and decoration.

3. Project Standards

The project standards established by this Urban Renewal Plan to achieve the objective of rehabilitation are as follows:

a. Health and Safety Objective

1. Sanitary objectives must be attained, which eliminate conditions causing disease or which are otherwise detrimental to the health of residents and other persons.
 - (a) All facilities necessary for providing adequate heat, lighting, plumbing and general sanitation must be properly installed and maintained in good working condition.
 - (b) Structural and environmental conditions to provide adequate space for occupants and healthy living conditions must be attained.
11. Safety objectives providing against failures, which might cause injury to persons or damage adjacent buildings, must be attained. To assure this:
 - (a) Potential fire hazards must be eliminated.
 - (b) Unsafe yard conditions must be eliminated.
 - (c) The exterior and interior of structures and buildings and all facilities must provide maximum safety.

b. Standards for Rehabilitation of Structures

Structures and buildings within the rehabilitation area shall be rehabilitated by their owners, subject to the following standards:

1. Facilities

- (a) Heat: Every dwelling unit shall be supplied with heating facilities capable of consistently providing adequate heat to all habitable rooms. All heating equipment shall be safe from fire hazards and shall be maintained in proper working condition.

- (b) **Lighting:** Every dwelling unit shall be provided with a sufficient number of electrical outlets in each room, capable of safely providing adequate electric circuits.

Every kitchen area shall be provided with a separate circuit of sufficient strength to carry required voltage. All public halls and stairways in multiple dwellings shall be adequately and safely lighted.

- (c) **Plumbing:** Every dwelling unit shall contain a bathroom containing a flush-water closet, a lavatory basin, and a bathtub or shower in good working condition, properly connected to sewer systems and with adequate water pressure.
- (d) **Hot Water:** Every dwelling unit shall be provided with adequate water heating facilities in good working condition properly connected to the bathroom and kitchen facilities.
- (e) **Kitchens:** Every dwelling unit shall contain space for dry and refrigerated food storage and for a stove or other cooking facilities. Every dwelling unit shall provide an installed kitchen sink in good working condition.

ii. Structural Maintenance Standards

- (a) Each structure containing a dwelling shall have access to a public street.
- (b) Each dwelling unit within a structure shall be provided with safe and unobstructed means of egress.
- (c) Adequate daylight and ventilation must be provided for each habitable room and each room shall have at least one window, which can easily be opened; and each bathroom shall be ventilated properly either by a window or an approved mechanical ventilator.
- (d) All inside and outside stairways, rails, and porches shall be safely constructed and kept in good repair.
- (e) All walls, ceilings, woodwork, doors, and windows shall be kept clean and free of flaking or peeling paint; and all rain water shall be drained so that every dwelling unit shall be kept free of dampness.
- (f) All exterior wood surfaces shall be protected from the elements against decay by paint or other protective coating.

iii. Space and Use Standards

- (a) Every dwelling unit shall contain at least 150 square feet for the first inhabitant and at least 100 square feet for each additional inhabitant to prevent overcrowding.

- (b) Every sleeping room within a dwelling unit shall contain at least 70 square feet for the first inhabitant and when occupied by more than one inhabitant at least 50 square feet for each inhabitant.
- (c) Each bedroom within a dwelling unit containing two or more bedrooms shall have access to a bathroom without passing through another bedroom; and the room arrangement shall provide access to a bedroom without passing through another bedroom or a bathroom.
- (d) Every basement used as a dwelling unit shall be free from dampness and shall provide adequate window space located entirely above ground level.

iv. General Sanitary Standards

- (a) Every dwelling unit shall be provided with adequate garbage and rubbish disposal facilities.
- (b) Every structure and yard shall be kept free of rodents and insects.
- (c) Every yard shall be kept free of litter and rubbish.

v. Prohibited Uses

No building within the rehabilitation area shall be dilapidated, decayed, unsanitary, dangerous, unsafe, damaged or vermin-infested so that it creates a hazard to the health or safety of the occupants or the general public.

c. Specific Standards

For the specific standards to be applied, see the Code of General Ordinances of the City of Philadelphia subject to additional controls outlined in Section H.

4. Laws, Codes, Regulations

The Code of General Ordinances of the City of Philadelphia dated February 29, 1956 as amended and the National Electrical Code will be enforced in the area as minimum standards. Included as major sections in the Code of General Ordinances are: The Building Code, the Housing Code, the Fire Code, the Health Code, the Plumbing Code, the Traffic Code and the Zoning and Planning Code.

G. LAND ACQUISITION, DEMOLITION, AND CLEARANCE

1. All properties in the Slum Clearance and Redevelopment Section are to be acquired through eminent domain, donation, negotiation or otherwise, with the exception of those properties identified on Map No. 2, Project Area Boundary, dated February 3, 1961, as revised. Demolition or relocation of structures and site clearance of properties to be acquired is necessary to prepare the area for utility extension and installation and new construction.

2. No properties in the Rehabilitation and Conservation Section are to be condemned except those properties not specifically excepted from acquisition as identified on Map No. 2, Project Area Boundary. Demolition and site clearance of the properties to be acquired is necessary to prepare the area for extension and installation of utilities and new construction.
- 3a. Properties not to be acquired, because the uses therein are consistent with the proposed redevelopment of the area, will be subject to the redevelopment controls and rehabilitation standards contained in the Urban Renewal Plan. In the event the owners of such properties refuse, or are unable to redevelop or to rehabilitate their properties to the extent necessary to comply with these redevelopment controls and rehabilitation standards, the Redevelopment Authority of the City of Philadelphia may condemn such properties or such interest in them as may be necessary to carry out effectively the urban renewal objectives of this Plan.
- 3b. Within a designated intensified rehabilitation area, if the owners of not to be acquired parcels are unable or unwilling to conform to the Property Rehabilitation standards contained in the Urban Renewal Plan within twenty-four (24) months from notice by the Redevelopment Authority to conform to such standards, the Redevelopment Authority, in order to achieve the objectives of the Urban Renewal Plan, may after ninety (90) days written notice to the owners, acquire such parcels, "pursuant to the Eminent Domain Law of the Commonwealth of Pennsylvania, as if such property were originally scheduled for acquisition". The Redevelopment Authority reserves the right to acquire such non-complying not to be acquired parcels for a period of five (5) years from the date of the approval of the Urban Renewal Plan by the Council of the City of Philadelphia. Upon acquisition of such parcels the Redevelopment Authority may, at its option, clear such parcels for redevelopment or may dispose of such parcels without demolition of any existing structures or improvements thereon, but expressly subject to the pertinent and appropriate provisions, regulations, controls and restrictions of the Urban Renewal Plan.
4. Structures which have been acquired by the Redevelopment Authority may be relocated on site provided engineering studies made during the project operations substantiate that it is economically feasible to upgrade such structures in accordance with the standards for rehabilitation as set forth herein.

H. REGULATION AND CONTROLS

In order to achieve the objectives of this Urban Renewal Plan, the redevelopment, rehabilitation, or conservation, and use of the land constituting the Project Area will be made subject to the regulations and controls specified in this Section H, notwithstanding the provisions of any zoning ordinance or regulation now or hereinafter in force. Map No. 5A entitled Zoning Plan refers to the Philadelphia Zoning Code, approved July 31, 1962, and effective as of October 1, 1962, as contained in the Philadelphia Code of General Ordinances February 29, 1956, as revised and will establish the zoning controls in the Project Area.

The provisions of this Plan specifying land uses for unsold parcels (as of 3-1-81) in the Project Areas, and the requirements and restrictions with respect thereto, shall be in effect until December 31, 1999.

1. CONTROLS FOR PROPERTIES TO BE ACQUIRED

a. General Provisions

- i. The regulations and controls in this Section H-1 will be implemented where applicable by appropriate covenants or other provisions in the agreements for land disposition and conveyance executed pursuant thereto.
- ii. The Redeveloper shall devote the land to the uses specified in this Urban Renewal Plan and to no other uses.
- iii. The Redeveloper shall begin and complete the development of the land for the uses required in the Plan and the construction of the improvements agreed upon in the disposition contract within a reasonable time as determined in the said contract between the Redevelopment Authority and the Redeveloper.
- iv. The Redeveloper shall agree to retain the interest he acquires in the property purchased by him prior to the completion of the improvements thereon pursuant to this Plan and the disposition contract. He shall further agree not to resell, lease or otherwise transfer the interest he acquires or any part thereof, without the prior written consent of the Redevelopment Authority, and then only if the Redevelopment Authority shall have certified in writing that the Redeveloper has completed the part of the development to be sold, leased or otherwise transferred; provided, however, that the Redevelopment Authority in its discretion may give prior approval to the sale or lease of any individual housing units as completed in the ordinary course of business; and further provided that such sale or lease shall be subject to the requirement that land will continue during the life of the Plan to be devoted to the uses specified therein.
- v. No covenant, agreement, lease conveyance or other instrument shall be effected by the Redevelopment Authority or the Redeveloper or any of his successors or assigns, whereby the site or any part thereof is restricted by the Authority, the Redeveloper or successors in interest, upon the basis of race, creed, color or national origin in the sale, lease, use or occupancy thereof. Appropriate covenants running with the land forever, which will prohibit such restrictions, shall be included in the disposition instruments.

b. Residential Areas

- i. Permitted uses in the residential areas shown on Map No. 6 Project Area Plan shall be single-family detached, semi-detached and attached dwellings, duplex dwellings, multi-family apartments, churches, parks, streets, alleys, drives, private garages, and space for off-street parking. In addition, private clubs, lodges, and schools (except music and dancing schools) may be permitted with specific approval of the Redevelopment Authority.

- ii. A Redeveloper who agrees to develop a section of the project area of sufficient acreage so that it may be defined as a planning unit, such as a section bounded entirely by major streets, may exercise the option of preparing alternative project area and zoning plans for such a section. Alternative plans shall be limited to changes in areas devoted only to residential, local, commercial, institutional and park and playground uses, which retain substantially the quantitative relationship of those types of uses shown in the Plan. Such alternative plans shall be developed in cooperation with the City Planning Commission and the Redevelopment Authority in accordance with applicable regulations and controls as specified in Section "H".

Alternative plans effecting substantial changes in any portion of the Urban Renewal Plan will be subject to Section "K", changes in Approved Plan.

- iii. The major street system is fixed in location as shown on Map No. 2 Project Area Boundary. The minor street network may be modified upon agreement between the Redeveloper and the Redevelopment Authority. Minor street right-of-way widths shall conform to the "Philadelphia Subdivision Ordinance" as contained in Sections 14-2101 to 14-2109 of the Philadelphia Code of General Ordinances, February 29, 1956, as revised. No rear alley or service drives, however, shall be permitted with a paved width of less than 20 feet.
- iv. Regulations and controls with respect to lot widths and areas, building intensities, densities, lot coverage, set-backs and side yards are set forth in Exhibit "C".
- v. The Redeveloper shall provide off-street parking space at a ratio of not less than one space for each dwelling unit. In calculating the number of spaces in a given area 200 square feet shall be allowed per car excluding access aisles and driveways and any related service area.

c. Commercial Areas

- i. Permitted land and building uses in the commercial areas shown on the Project Area Plan, Map No. 6, shall be those appropriate for the selling of merchandising services incidental to the sale of goods, providing personal services to individuals and businesses, and providing medical, legal, and other professional services, community center and civic purposes, service drives and space for off-street parking, all as specifically set forth below under each type of commercial area provided by this Plan.

(a) Major Shopping Center and Airport-Related Commercial Area.

The permitted land uses and buildings shall be those appropriate for:

- (1) Antiques, bakery, books, camera, confectionery, cosmetics, delicatessen, department store, draperies, drugs, drygoods, electric and radio, florist, furniture, gifts, grocery, hardware, hobby and handicraft, household appliances, jewelry (and watch repair), liquor, meat market, music store or studio, news stand, office supplies, paint and wallpaper, shoes, sporting goods, stationery variety (5 and 10-cent store), wearing apparel, fruits and vegetables, and sea food;
- (2) Barber, beauty shop, bowling alley, children's nursery, dry cleaner, laundry and dry cleaning pick-up station, library, photographer, post office, self-service laundry, shoe repair, tailor shop, upholstery;
- (3) Automobile sales, service, and repair, except body and fender work;
- * (4) Office building for professional or financial agency, research facility, school, club, lodge, or studio;
- (5) Indoor theatre;
- (6) Restaurant, cafe, bar, or soda fountain;
- (7) Hotel/Motel and related ancillary uses only south of Bartram Avenue;
- * (8) Instruction in music, arts and sciences;
- * (9) Within the Airport-Related Areas, the following additional uses shall be permitted: Laboratories (analytical, chemical* and research) and assay offices, not to exceed 1500 square feet in gross floor area, and personal service or treatment of patients;
- *(10) Surface parking as a primary use (Clear Zone only);
- *(11) A use of the same general character as the above uses when approved by the Redevelopment Authority;
- *(12) Accessory uses customarily incidental to any permitted use.

* Revised May, 1990

* In Airport Related Areas east of Island Avenue and North of I-95 the following uses shall be prohibited with the qualifications as noted:

1. Amusement arcades as a main use;
2. Athletic and drill hall, dance hall, theatre, or motion picture theatre as a main use;
3. Automobile repair shop;
4. Automobile service station for the retail sale of automobile fuels, lubricants, radiator fluids and accessories, and for the performance indoors of incidental service and minor repairs to automobiles;
5. Bath house and indoor swimming pool as a main use;
6. Billiards, pool and bowling as a main use;
7. Bottling and/or distributing of liquids for human consumption;
8. Car washing establishment;
9. Central heating plant as a main use;
10. Courtroom or courthouse building;
11. The following as a main use (as defined in Section 14-102 of the Philadelphia Code).
 - a. public parking garage
 - b. private parking garage
 - c. public parking lot
 - d. private parking lot
12. Automobile sales lot;
13. Airport valet services, except when serving customers who are staying overnight at a hotel on the premises;
14. Installation of auto, boat, motorcycle, or truck parts;
15. Open air theatre, open air motion picture, and other open air entertainment as a main use;
16. Outdoor amusement parks, athletic and sports fields, outdoor swimming pools as a main use, and day camps;
17. Penal and correction institutions;
18. Radio or television transmission tower as a main use;
19. Restaurant which serves patrons who remain in their automobiles;
20. Retail dry cleaning establishment as a main use;
21. Retail laundry service as a main use;
22. Retail sale of packaged beverages as a main use;
23. Sales of live poultry, live fish, or live animals for human consumption;
24. Self service laundry except within a hotel for the exclusive use of overnight hotel guests;
25. Self service dry cleaning establishment;
26. Trolley and bus terminals, and car and bus barns;
27. A use of the same general character as the uses specified in subparagraphs (1) through (26) above; provided, however, that nothing herein shall be construed to prohibit any uses which are customarily accessory to a full-service hotel.

* Revised May, 1990

(b) Neighborhood Shopping Center

The permitted land uses and buildings shall be those appropriate for:

- (1) Any local retail business or service establishment which supplies commodities or performs the following services primarily for residents of the surrounding neighborhood; hardware store, shoe repair shop, dry goods store, jewelry store, grocery store, meat market, delicatessen, bakery or confectionery, drug store, wearing apparel or tailor shop, personal service shop, clothes cleaning or laundry pick-up station;
- (2) Automobile service and repair, except body and fender work;
- (3) Business or professional office, financial institution or agency, club, lodge or studio;
- (4) Indoor theatre;
- (5) Restaurant, cafe, bar, or soda fountain;
- (6) A use of the same general character as (1) through (5) above when approved by the Redevelopment Authority;
- (7) Accessory uses customarily incidental to any permitted use.

(c) Local Commercial

Buildings in Local Commercial Areas shall not in any instance provide more than 4,000 square feet of gross floor area. The permitted land uses and buildings shall be those appropriate for:-

- (1) Any local retail business or service establishment which supplies commodities or performs the following services primarily for residents of the surrounding neighborhoods; grocery store, meat market, delicatessen, drug store;
- (2) Business or Professional Office;
- (3) A use of the same general character as (1) or (2) above when approved by the Redevelopment Authority and the City Planning Commission.

(d) Commercial Related to Industrial Area

The permitted land uses and buildings shall be those appropriate for:

- (1) Bowling Alley;
- (2) Restaurants with conference facilities;
- (3) Financial Institutions;
- (4) A use of the same general character as (1) through (3) above when approved by the Redevelopment Authority and the City Planning Commission.

ii. Commercial Area Controls

(a) Height

No building or structure in the Major Shopping Center Area or Neighborhood Shopping Area shall exceed 45 feet in height.

No building or structure in the Local Commercial Area shall exceed 35 feet in height.

Signs, pylons and similar construction will not be considered part of limitations to the Major Shopping Center Area, Neighborhood Shopping Center Area, or Local Commercial Areas.

No building in the Airport-Related Commercial Area shall exceed the height restrictions imposed by the F.A.A.'s Noise Exposure Forecast Contours.

- * The minimum height of office buildings, hotels and motels located in Airport-Related Commercial areas east of Island Avenue shall be 3 stories.

(b) Setbacks

- * In Local Commercial, Neighborhood Shopping Center and Major Shopping Center Districts, no building shall be erected nearer to the street line than the building setback line in the Residential District on the same street frontage. In the Major Shopping Center, Airport-Related Commercial Area and in the Neighborhood Shopping Centers buildings may be erected without providing an additional setback with approval of the Redevelopment Authority.

* Revised May, 1990

- * In Airport-Related Commercial Areas east of Island Avenue and north of I-95, minimum distances between existing property lines and any wall of a structure shall be as follows:

- 1) 75 ft. from Bartram Avenue
- 2) 75 ft. from Island Avenue

(c) Signs

An exterior sign shall be permitted only if it advertises a use permitted on the premises and meets the following conditions:

(1) Major Shopping Center

/a/ Affixed Signs

- /1/ the total area of signs permitted on buildings shall not exceed three square feet for each lineal foot of store-front width.
- /2/ Such signs shall be attached flat against the wall of the building or marquee, or upon the roof of a marquee, but may not project above the roof or wall coping or extend beyond the building walls.

/b/ Freestanding Signs

In addition to the signs allowed in sub-section /a/ above, one free standing sign for each 80,000 square feet of district area or one free standing sign per street frontage, whichever is less, shall be permitted under the following conditions:

- /1/ Such signs shall serve only to identify the particular shopping center and/or function as a directory for the center or identify the major use(s) (provided such use(s) has a sales area which exceeds 30,000 square feet).
- /2/ Such signs shall not contain more than two sign faces with a total area of 300 square feet, exclusive of supporting structures. The maximum height of such sign(s) is to be calculated from the mean grade level at the base of the supporting structure to the top of the sign and shall not exceed 40 feet.

* Revised May, 1990

/c/ Detached buildings on out parcels

- /1/ The total area of signs permitted on detached buildings containing a single use shall not exceed 4.5 square feet per lineal foot of facade, to be calculated for only one facade of the building.
- /2/ The total area of signs permitted on detached buildings containing more than one use shall not exceed 4.5 square feet per lineal foot of store front to be calculated for only one frontage per use.
- /3/ The sign areas permitted above may be located on any facade provided that the total sign area for the use is not exceeded. However, the maximum sign area of any one storefront or facade shall not exceed 3 square feet per lineal foot of width of that storefront or facade.
- /4/ Such signs shall be attached flat against the wall of the building or marquee, or upon the roof of a marquee, but may not project above the roof of a marquee, but may not project above the roof or wall coping or extend beyond the building walls.
- /5/ Sign area allowances may not be sold, assigned or otherwise transferred among individual uses located in detached buildings on out parcels.
- /6/ Freestanding signs shall be prohibited on out parcels.

(2) Neighborhood Shopping Center

/a/ Affixed Signs

- /1/ The total area of signs permitted on buildings shall not exceed two square feet for each lineal foot of store-front width.
- /2/ Such signs shall be attached flat against the wall of the building or marquee, or upon the roof of a marquee, but may not project above the roof or wall coping or extend beyond the building walls.

/b/ Freestanding Signs

In addition to the signs allowed in subsection /a/ above one free standing sign shall be permitted under the following conditions:

- /1/ Such sign is located upon the lot where permitted uses are in existence.
- /2/ Such sign shall serve to identify the particular shopping center and/or function as a directory for the entire center.
- /3/ The uses upon the lot exceed a total sales floor area of 15,000 square feet.
- /4/ Such sign shall not contain more than two sign faces with a total area of 150 square feet, exclusive of supporting structures. The maximum height of such sign(s) is to be calculated from the mean grade level at the base of the supporting structure to the top of the sign and shall not exceed 20 feet.

/c/ Detached Buildings on out parcels

- /1/ The total area of signs permitted on detached buildings containing a single use shall not exceed 3 square feet per lineal foot of facade, to be calculated for only one facade of the building.
- /2/ The total area of signs permitted on detached buildings containing more than one use shall not exceed 3 square feet per lineal foot of storefront to be calculated for only one frontage per use.
- /3/ The sign areas permitted above may be located on any facade provided that the total sign area for the use is not exceeded. However, the maximum sign area of any one storefront or facade shall not exceed 2 square feet per lineal foot of width of that storefront or facade.
- /4/ Such signs shall be attached flat against the wall on the building or marquee, or upon the roof of a marquee, but may not project above the roof or wall coping or extend beyond the building walls.
- /5/ Sign area allowances may not be sold, assigned or otherwise transferred among individual uses located in detached buildings on out parcels.
- /6/ Freestanding signs shall be prohibited on out parcels.

(3) Local Commercial

(a) Affixed Signs

- /1/ The Total area of signs permitted on buildings shall not exceed two square feet for each lineal foot of storefront width.
- /2/ Such sign shall be attached flat against the wall of the building or marquee, or upon the roof of a marquee, but may not project above the roof or wall coping, or extend beyond the building walls.

(b) Freestanding signs shall be prohibited in this district.

(4) Airport Related Commercial

In Airport-Related Commercial Areas, controls will be determined by the Redevelopment Authority and the City Planning Commission as specific proposals for development of these areas are submitted.

- * The following restrictions apply to Airport Related Commercial Areas east of Island Avenue and North of I-95:
- * (a) One free-standing monument-type sign will be permitted at each principal vehicular access point (as defined in "curb-cuts" section under "Additional controls for Airport Related Commercial Areas"). The maximum height of a monument-type sign is 6 feet. No free-standing sign of any type is permitted along the I-95 boundary.
- * (b) Permitted free-standing signs shall be of the monument type and shall have landscaping surrounding their base. The design, type, quantity and quality landscaping materials shall be subject to the approval of the Redevelopment Authority and the City Planning Commission. Free-standing signs shall not be installed until landscape plan approval is granted.
- * (c) Temporary signs are prohibited, except under the following circumstances:
 - * /1/ Two temporary, single face signs to advertise the development on this parcel shall be allowed with total sign face area not to exceed 96 sq. ft. per sign.

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- * /2/ Other temporary signs may be erected to advertise space for sale or rent as permitted by the Philadelphia Code.
 - * (d) Roof-mounted signs are prohibited.
 - * (e) Signs mounted on the face of the buildings are permitted (design, materials and placement are subject to the review and approval of the Redevelopment Authority and the Planning Commission), but they must not project above the parapet.
 - * (f) Advertising signs, banners and all message boards are prohibited.
 - * (g) All free-standing monument signs permitted hereunder at major entrances shall be exempt from the set-back requirements under Paragraph ii-b above.
- (5) The following sign controls shall apply to all commercial districts within the Project Area:
- (a) Parking and directional signs located in accessways or parking areas shall be permitted in all the above commercial districts under the following conditions.
 - /1/ No such sign shall exceed four square feet in area.
 - /2/ No such sign shall exceed six feet in height measured from ground level to the top of the sign.
 - (b) Signs may be animated or illuminated, provided that the illumination shall be focused on the sign itself to prevent glare on the surrounding areas;
 - (c) Signs with flashing or intermittent illumination shall be prohibited;
 - (d) Signs which revolve shall be prohibited.
 - (e) Any revolving device which causes intermittent flashes of light to be projected shall be prohibited.

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(d) Parking

Off-street parking space shall be provided on the surface of the lot or within a structure on the lot at the time of erection of any main building. Each off-street parking space shall have an area of not less than 200 square feet, exclusive of access drives or aisles. The total minimum parking area required, including access drives or aisles, shall be as computed from the following ratios:

Ratio of Parking Area
Type of Commercial Area to Gross Floor Area

Major Shopping Area: 4 square feet to 1
Neighborhood Shopping Area: 3 square feet to 1
Local Commercial: 1 square foot to 1

Airport-Related Commercial Area. The total parking area, including access drives and aisles, shall be equal to not less than the sum of the aggregate floor area of all floors of the structure above the first floor plus twice the aggregate floor area of the first floor of the structure.

The following parking ratios apply for Hotel/Motel uses:

- 1 - parking space per hotel/motel unit, except for the Days Inn Hotel and "addition" where 210 parking spaces are required
- 1 - parking space for each 1,000 square feet commercial space ancillary to Hotel/Motel use.
- 1 - parking space for each 10 seats of auditorium or convention facility ancillary to Hotel/Motel use.

Additional parking spaces will not be required for commercial space ancillary to hotels developed in Stage III.

Screen planting shall be provided around parking areas as required by the Redevelopment Authority and the City Planning Commission. + Detailed development and landscape planting plans must be submitted for prior approval by the Redevelopment Authority and The City Planning Commission.

(e) Loading

At the time of erection of any main building, minimum off-street loading and unloading space with at least 14 feet of vertical clearance shall be provided, either within or outside the building, in accordance with the following schedule:

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Gross Floor Area of Establishment Required No. and Berth Size

5,000 to 10,000 square feet	1 - (11 feet x 50 feet)
10,000 to 40,000 square feet	1 - (11 feet x 50 feet)
40,000 to 100,000 square feet	1 - (11 feet x 50 feet)
100,000 to 240,000 square feet	1 - (11 feet x 50 feet)
240,000 to 320,000 square feet	1 - (11 feet x 50 feet)

For each additional 90,000 square feet above 320,000 square feet of gross floor area, add one berth at 11 feet x 50 feet.

The hotels in Stage III will be required to have only two (2) loading bays.

*(f) Additional Controls for Airport-Related Commercial Areas Located east of Island Avenue and north of I-95:

* (1) Landscaping, Berms and Screening

To promote the development of a campus-like setting to ensure that green areas are interspersed with paved areas, the following is required:

- * a) A landscaped area, at least 20 feet in width, shall be established along the Bartram Avenue and Island Avenue property lines. No portion of the public street right-of-way can be included in this landscaping area. In this landscaped area, planting in the form of trees, shrubs, or flower beds and/or the creation of a berm area(s) is required.
- * b) Landscaped areas, at least 10 feet in width, must be located between interior driveways and parking lots, and between separate parking lots or other paved areas.
- * c) Landscaped areas, at least 10 feet in width, shall be established along the boundary of the premises which is adjacent to I-95 and along the easterly boundary of the premises (formerly Essington Avenue). These landscaped areas must be planted with a minimum number of trees equaling the linear footage of the frontage of such boundaries divided by 40.
- * d) Open storage, trash areas, and loading areas shall be fully screened from public roads in a manner which is acceptable to the Redevelopment Authority and the City Planning Commission.
- * e) The Redevelopment Authority and the City Planning Commission shall have the right to approve the required landscaping plan.

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* (2) Minimum Lot Area

No lot shall be less than 1 acre in size.

* (3) Minimum Floor Area Ratio

Minimum Floor Area Ratio required is 1.0.

* (4) Curb-Cuts

In order to provide, orderly, safe access to these areas and to utilize existing intersections as major access points, the following are required:

* a) Bartram Avenue curb-cuts

Two principal curb-cuts (for employee, customer and visitor access) will be permitted at Bartram Avenue. One of the Bartram Avenue curb-cuts must be located directly opposite Holstein Avenue, and the other Bartram Avenue curb-cut must be located directly opposite Essington Avenue. In addition, one secondary curb-cut for service access only (service driveway shall be 28 ft. or less in width) may be permitted on Bartram Avenue subject to the approval of the Redevelopment Authority and the City Planning Commission.

* b) Island Avenue curb-cuts

A maximum of 2 curb-cuts are permitted along Island Avenue. Any curb-cut which functions as a vehicular exit from private property to Island Avenue must include a median break and a new signalized intersection subject to Penn DOT approval.

* (5) Easements

In the event that an airport related commercial tract of land is divided for development by multiple owners or for phased development, any parcel which is separated from the Island curb-cut shall be guaranteed two-way vehicular access to the Island Avenue curb-cut by use of an easement.

* d) Industrial Areas

- i. Permitted Land Area and Building in the industrial area shown in the Project Area Plan, Map No. 6, shall be those appropriate for:

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manufacturing or sale of products or services, including fabrication, processing, assembling, trans-shipping or other handling of products; the display or sale of bulk products or services or the repair or renovation of goods; the storage of products, other than scrap metal, junk, or used cars; research activities, and service drives and space for off-street parking and loading; all as specifically set forth below under each type of industrial area provided by this Plan.

Notwithstanding any other provision of this Plan, land in the industrial areas shall not be disposed of for any of the following uses: any residential use (except caretaker's quarters); clubs or educational, religious, philanthropic or other institutional uses, hotels or motels, except where specifically permitted herein, sale of perishable goods, cemeteries; amusement uses including bowling alleys, theaters or taverns; advertising signs, other than those concerning goods or service that are produced on or identified with the premises.

In addition to those uses specifically prohibited in the preceding paragraph, the following uses prohibited in the Limited industrial district and general industrial district of Title 14 "Zoning and Planning", as contained in the Phila. Code of General Ordinances February 29, 1956, shall also be prohibited in the respective industrial districts as shown in the Project Area Plan, Map No. 6:

Limited Industrial - Uses Prohibited

Kilns fired except by oil, gas, or electricity, and any individual kiln with a capacity exceeding 200 cubic feet.

Blast or Reverberating furnaces or foundaries.

Punch or stamping presses over 20 tons rated capacity.

Drop Hammers

Uses prohibited in General Industrial

General Industrial - Uses Prohibited

Storage of junk, scrap metal, rags, waste paper or rubber storing and baling, and auto car junk.

Dwellings, except such as are for the residence of a caretaker, watchman, or custodian on the same lot with the principal use to which it is accessory and are located at least 10 feet from any other building.

Hotels

Libraries, art galleries, and public museums

Hospitals, sanitarium, and eleemosynary and public welfare institutions.

Any use designated for a district having less restrictive regulations.

The provisions of this subsection shall not be construed to prevent the City of Philadelphia or the School District of Philadelphia from acquiring or using land or buildings erected on any lot of ground in this district which may be deemed by constituted authority to be necessary for the proper performance of municipal or governmental duties imposed upon any of them by law.

Furthermore, no part of the area shall be used for any use which in the determination of the Redevelopment Authority will cause any objectionable noise, odor, vibration, dust, toxic or noxious material, glare, or heat which would create a nuisance or which would create or tend to create a public hazard.

(a) Limited and Airport-Related Industrial Areas

The permitted land uses and buildings shall be those appropriate for:

- (1) Central heating plant;
- (2) Cinema, radio, and television production;
- (3) Distribution plants, parcel delivery, cold storage, plants, bottling plants, and food commissaries;
- (4) Electric transforming sub-stations, rail freight station, or other necessary public service uses;
- (5) Laboratories (analytical, chemical and research) and assay offices, not to exceed 5,000 square feet in gross floor area;
- (6) Manufacture, compounding, processing, packaging or treatment of such products as bakery goods, candy cosmetics, dairy products, drugs, perfumes, pharmaceuticals, toiletries, and food products; but the following uses shall not be permitted:
 1. Manufacture of sauerkraut, vinegar, or yeast;
 2. Refining or rendering of fats, bones, or oils;
 3. Roasting of coffee, spices, or soy beans;
 4. Milling of flour;
 5. Drying, smoking, pickling, preserving or curing meats or fish.
- (7) Manufacture, compounding, assembly, or treatment of articles or merchandise, from the following previously prepared materials:

bone, cellophane, canvas, cloth, cork, rope, cord, and twine, plastics, natural and synthetic rubber, feathers, felt, fiber, fur, glass, hair, precious stones, shell, tobacco, textiles, wood (excluding planing mill), yarns;

- (8) Manufacture and assembly of electrical or electronic devices, home, commercial and industrial appliances and instruments; including the manufacturing of accessory parts or assemblies;
- (9) Manufacture of musical instruments, toys, novelties, and metal stamps;
- (10) Offices and office record storage;
- (11) Printing, publishing, lithographing, binding, and kindred arts;
- (12) Storage buildings and warehouses;

(b) General Industrial Areas

The permitted land uses and buildings shall be those appropriate for:

- (1) Uses permitted in Limited Industrial Area;
- (2) Aircraft and parts, manufacturing and assembling;
- (3) Artisans' or craftsmen's work or trades;
- (4) Brewing and distilling;
- (5) Carpet cleaning, provided no dust is permitted to escape from the building;
- (6) Cinema production and development;
- (7) Cigar, cigarette, or tobacco factories;
- (8) Electric batteries (dry or wet) and electrical supplies;
- (9) Engine, boiler, and machinery manufacturing;
- (10) Food products, confection manufacturing or baking, beverages or bottling, canning and packing, drying, smoking, pickling, preserving or curing meats, fish, fruits, or vegetables;
- (11) Fabricated metal products, including metal cans, cutlery hand tools and general hardware; heating apparatus and metal plumbing fixtures; fabricated structural metal products; screw-machine products (including bolts, nuts, screws, rivets and washers); metal stampings; fabricated wire products (except for rubber insulated wire); and other fabricated metal products, including pipes and pipe fittings;
- (12) Furniture, upholstery, beds or bedding manufacturing;

- (13) Glass manufacturing, clay, plumbing fixtures, terra cotta or cement products or decorating, provided no kiln is fired except by oil, gas, or electricity, and no individual kiln capacity exceeds 200 cubic feet; provided further, that smoke controllers, dust collectors, exhaust washers, sediment tanks, or similar equipment to prevent escape of smoke and/or dust are installed and maintained;
- (14) Gun, firearm, and weapon manufacturing;
- (15) Laundry and dry cleaning;
- (16) Leather goods manufacturing, excluding tanning and finishing;
- (17) Lumber sawing, planing, dressing or shaping, millwork, or carpenter's repair shop;
- (18) Machine, wagon, or auto repair shop;
- (19) Manufacture of apparel and garments of all sorts assembled from purchased rubberized fabrics or plastics; brooms and brushes; games, toys, children's vehicles, sporting and athletic goods; lead pencils, crayons, candles, artists' materials, carbon paper, inked ribbons, steel letters and figures for marking; morticians' goods; and plastic articles, from purchased plastic;
- (20) Machinery, including engines and turbines, farm machinery and equipment; construction, mining and materials - handling machinery and equipment (including elevators and escalators) metal-working machinery and equipment; industrial machinery; and other machinery and parts;
- (21) Motor vehicles and motor vehicle equipment - motorcycles, bicycles, and parts; wheelbarrows; pushcarts; motorboats, sailboats, rowboats, lifeboats; canoes and other boats; provided, that boat construction shall be limited to vessels of five gross tons or less;
- (22) Painting, enameling, japanning, lacquering, oiling, staining, or varnishing shop;
- (23) Paper, cardboard, or paper box or receptacle manufacturing;
- (24) Pharmaceutical items, toilet preparations, patent or proprietary medicines, or baking powder manufacturing, provided, no toxic or corrosive fumes, offensive odors, or dust are permitted to escape from the building;
- (25) Piano, organ and musical instrument manufacturing;
- (26) Public garage, gasoline, petrol, and oil service stations;
- (27) Public service heat, light, or power plant;
- (28) Rope, cord, and twine manufacturing, except if made of jute or sisal;
- (29) Scientific instrument and apparatus manufacturing
- (30) Soda water and soft drink manufacturing;

iii. Loading

Off-street loading and unloading facilities will be required in accordance with the floor area of buildings. The minimum size of a loading berth shall be 11' wide, 50' long, and shall have a vertical clearance of not less than 14 feet.

The following schedule of required berths will apply:

(a) Industrial Uses

<u>Square Feet of Floor Area</u>			<u>Required Berths</u>
up	to	20,000	1
20,000	to	40,000	2
40,000	to	60,000	3
60,000	to	80,000	4
80,000	to	100,000	5

- (31) Spinning or weaving, yarns or textiles;
- (32) Trucking and railroad freight terminals, yards, sidings and shops;
- (33) Trunk and sample case manufacturing;
- (34) Wagon, carriage, trucks or automobile or parts manufacturing.

ii. Industrial Area Controls

The controls contained in the following table will apply to the respective districts:

	TABLE II			INDUSTRIAL AREA CONTROLS		
	Airport-Related Industrial			Limited Industrial		General Industrial
Coverage	60%			40%		60%
Yards - Front	25'			50' *a.		50' *a. b.
Side	12'			12' *		12' *
Rear	12'			12' *		12' *
Floor Area Ratio	5			1.5		1.5

*No building shall be erected closer than 75' to the right-of-way lines of Essington Avenue (Industrial Highway), Island Avenue, Lindbergh Boulevard, or any street separating industrial and residential uses.

- a. For any industrial parcel which has three street frontages, the setback dimensions may be reduced on two opposite street frontages to 40'-0", the third street frontage shall remain at 50'-0" and be the main entrance to the building.
- **b. The yard set-back for the parcel located at the Northeast corner of Bartram and Essington Avenues shall be limited to 12'-0" along Bartram Avenue.

**Revised October, 1987

For each additional 50,000 square feet or fraction thereof add one (1) berth.

iv. Off-Street parking

Off-street parking space must be provided at the ratio of not less than one parking space for every six employees on the premises at the peak shift, or, where the number of employees cannot be estimated, parking spaces must be provided as follows:

General Industrial District

With every building erected in this district, there shall be provided one off-street parking space for each 1,000 square feet in such building; provided that:

- (a) for warehouses and other buildings and structures used primarily for storage, 1 off-street parking space shall be provided for every 3,000 square feet of the gross floor area of that building.

Limited and Airport-Related Industrial District

With every building erected or extended in this district, there shall be provided one off-street parking space for each 700 square feet of floor area in such building, provided that:

- (a) Parking required for extensions or additions shall be computed for the floor area of the extended or added portion only;
- (b) For warehouses and other buildings and structures used primarily for storage, one off-street parking space shall be provided in every 2,000 square feet of the gross floor area of the building. Each off-street parking stall in open air parking shall be 9' x 18' exclusive of access drives or aisles. Open-air lots must be surfaced with dustless materials drained and maintained in usable condition at all times.

v. Location of Loading and Parking Facilities

All such loading and parking facilities shall be placed within the private property lines and shall be located to the rear of the front setback line.

vi. Storage of Raw Materials

No unenclosed storage of raw materials shall be permitted. Finished

and partly finished products may be stored behind properly maintained and adequate enclosures.

vii. Minimum size of industrial tract No plot for industrial use shall be smaller than three acres except as follows:

- (a) The Industrial area between the Reading Railroad and Eastwick Avenue to the west in Stage "B" Industrial shall be designated for tracts no smaller than one acre.
- (b) The Industrial area southeast of Essington Avenue shall be designated for tracts no smaller than one acre.
- (c) The Airport-Related Industrial areas shall be designated for tracts of land no smaller than one acre.

Upon the written request of the redeveloper, the minimum size of industrial tracts may be reduced subject to the review and approval of the Redevelopment Authority, the Philadelphia City Planning Commission and the affected redeveloper.

iii. Landscaping

A planting strip of trees or shrubs at least 25 feet in depth shall be placed and maintained by the industrial redeveloper within that area which lies between any building erected and the right-of-way line of Essington Avenue, Island Avenue, or Eastwick Avenue; and such planting shall be placed and maintained between any industrial building erected and any residential area.

ix. Public Roads

Public roads within industrial areas shall be provided with not less than a 50-foot right-of-way.

x. Signs

Signs shall be permitted in the Limited Industrial & Airport Related Industrial areas only under the following conditions:

(a) Limited Industrial

- (1) Signs shall not exceed one square foot in area for each lineal foot of lot frontage along the street line but in no case may the area exceed 100 square feet on any street line.
- (2) Signs shall pertain to the use of the building on which erected.
- (3) Signs shall not be erected at or upon the ground, or project over the roof line or coping.

- (4) Signs may be illuminated by exterior lights provided the illumination shall be focused upon the sign itself so as to prevent glare upon the surrounding areas.
- (5) No signs with flashing or intermittent illumination shall be permitted.
- (6) Animated signs and signs which revolve shall be prohibited.
- (7) Parking and directional signs located in accessways or parking areas shall be permitted under the following conditions:
 - a. No such sign shall exceed four square feet in area.
 - b. No such sign shall exceed six feet in height measured from ground level to top of the sign.

(b) Airport-Related Industrial

In Airport-related Industrial Areas, controls will be determined by the Redevelopment Authority and the City Planning Commission as specific proposals for development of these areas are submitted.

c. Public

i. Institutional

- (a) Permitted land area and buildings in the institutional areas shown in the Project Area Plan, Map No. 6, shall be appropriate for uses such as public elementary schools and high schools including playgrounds, athletic fields and parking areas incidental thereto and semi-public institutional uses as hereinafter set forth in this Section "H", paragraph "f".
- (b) Land Coverage. Not more than 50 percent of the lot area shall be occupied.
- (c) Setback. The building set-back line shall be 8 feet from all street lines. Every building shall have two side yards, neither of which shall be less than 8 feet wide and a rear yard which shall not be less than 20 feet in depth.
- (d) Off-Street Parking. One parking space shall be provided for each three employees, and where facilities for places of assembly are included, there shall be provided one parking space for each ten seats.
- (e) Loading. For buildings with 10,000 to 200,000 square feet of floor area, one off-street loading berth shall be provided plus one additional loading berth for each additional 200,000 square

feet of floor area or fraction thereof.

(f) Height Restrictions

(1) Front

The front height limit shall be 35 feet above the mean curb level measured at the building set-back line, but any portion of a building erected above such height limit shall be erected within a recession plane, beginning at the height limit as fixed herein and receding at the rate of 1 foot of recession for each one foot of additional height, provided, however, that the maximum height of any such building shall be 60 feet. Where the average ground or terrace elevation at the building setback line is higher than the mean curb level, such difference in height may be added to the height limit provided such additional height does not exceed 15 feet.

(2) Side

The side height limit shall be within the front and rear recession planes, except on the intersecting street where the side height limit shall be the same as the front height limit.

(3) Rear

The rear height shall be 35 feet above the mean level of the established grade of the rear street, driveway, or alley, measured at the line of the minimum depth of rear yard, but any portion of a building erected above such height limit shall be erected within a recession plane, beginning at the height limit as fixed herein and receding at the rate of 9 inches of recession for each one foot of additional height.

Where the rear of a lot does not abut on a rear street, driveway, or alley, the height limit shall be measured from the mean level of the ground at the rear line of the lot.

- (4) These regulations shall not prohibit the building or erection of monuments, belfries, cupolas, minarets, pinnacles, church gables, spires, or towers for ornamental purposes, provided that the area of such towers does not exceed 20 percent of the building area on the ground floor level. They shall not extend in height above the mean

curb level more than three times the width of the widest street on which the building fronts and in no event higher than permitted by Zoning Regulation for Philadelphia International Airport Height Restrictions as adopted by the Joint Airport Zoning Board for the City of Philadelphia, and Delaware County on September 12, 1956.

- ii. Mini Town Center Site. In addition to the uses permitted in this Section II, paragraph e.i. (a), the following uses shall also be permitted for the Mini Town Center Site:

Medical Centers, outpatient health care facilities with limited emergency care capacity.

Art galleries, museums, libraries, community centers, auditoriums and related service facilities.

Recreational facilities or grounds.

Public offices, court house buildings, or outdoor public gathering spaces.

Day Care centers.

Accessory uses customarily incidental to any of the above permitted uses provided that such uses do not conflict substantially with uses in the immediate vicinity of the Town Center. Motion Picture Theaters are expressly excluded.

Since the zoning of the site is to remain unchanged the above non-residential uses shall be permitted through obtaining a Zoning Board of Adjustment variance or certificate. Consideration of uses other than those noted above will be subject to the review of the Eastwick Project Area Committee and the approval of the Redevelopment Authority and the Philadelphia City Planning Commission.

The following controls apply specifically to the Mini Town Center Site:

- (a) Land Coverage. Not more than 50% of the lot area shall be occupied by buildings and no building shall exceed a maximum of 20,000 square feet ground coverage.
- (b) Height. The maximum height of a building shall be 35 feet above the average ground level at the base of the building but in no case over three stories.
- (c) Setback. The building set back shall be 8 ft. from Island Avenue and 25 feet from all other streets or drives. See additional controls in parking category.

- (d) Side and Rear Yards. Side and rear yards shall not be required; however, no building shall be erected nearer than 30 feet to any abutting residential district and 15 feet to any abutting commercial or recreational district. Reduction of these requirements may be considered when acceptable opaque landscaping is provided.

- (e) Signs. Signs shall be permitted subject to the following limitations and conditions:

Each building or individual use shall be permitted to have a sign identifying the name, use or purpose of said building or section which sign shall not exceed 10 square feet in area provided that this limitation shall not apply to traffic or directional signs.

Permitted signs may be illuminated by interior lighting or lighting directed towards the signs; provided that they do not create glare upon adjacent districts; but in no case shall signs be illuminated by flashing, animated or intermittent illumination.

Signs which revolve shall be prohibited.

Any revolving device which causes intermittent flashes of light to be projected shall be prohibited.

All signs within the Town Center shall be coordinated into a system. This does not prevent the use of signs by organizations which employ signs as a means of identification through the use of repetition, size, shape, type of lettering, etc. but means that some other visually unifying mechanism shall be added. One free standing sign will be allowed to identify the center itself or to serve as the directory for the entire center at the entrance to the Town Center on Island Avenue. The free standing sign must adhere to all sign controls previously stated with the exception of size. The free standing sign can contain two sign faces with a total aggregate area of 125 square feet and it must not exceed a height of 20 feet from grade level to the top of the sign.

All signs shall be subject to review by the Eastwick Project Area Committee and approval by the Redevelopment Authority and by the Philadelphia City Planning Commission.

- (f) Off Street Parking. One parking space for every 1,000 square feet of gross floor area of building shall be required provided that requirements shall be rounded to the nearest

whole number of spaces, with one half or more being considered to require one additional space. One space shall be required for every ten seats in the case of auditoriums and other places of public assembly.

Where more than one of the permitted uses mentioned are located on the same premises the parking requirements may be satisfied by a single parking facility provided that the nearest point of the parking facility shall be located within 200 feet of the main entrance of the building it serves.

Parking encroachment into setback areas will be allowed to within ten feet of abutting districts or established rights-of-way when acceptable opaque landscaping is provided.

- (g) Loading. If loading or service entry areas are to be provided for buildings, controls will be developed as a part of the preliminary review of the plans.
- (h) Landscaping. A landscaping plan shall be required in addition to the final plat and will be subject to review by the Eastwick Project Area Committee and approval by the Redevelopment Authority and the Philadelphia City Planning Commission.
- (i) Site Section Drawings. The Mini Town site is intended to be a place where all of the architectural elements are perceived as an integral part of the whole center. Therefore, prospective developers are to submit at least two sections across the entire site showing how their proposed facility relates to the existing buildings within the center.

iii. Parks

- (a) Permitted land use in the park areas shown in the Project Area Plan, Map No. 6, shall be appropriate for uses such as parks, playgrounds, pedestrian walkways, sitting areas, tot lots and auxiliary areas necessary to support these uses such as off-street parking.

No structures will be permitted except as related to the primary function of area, and no buildings will be permitted except in parks and playground areas.

The permitted uses for such buildings are: administration, maintenance and storage, supervision and child guidance, first-aid or comfort stations. No buildings shall exceed 15 feet in height nor shall be greater than 4,000 square feet in floor area except as approved by the Redevelopment Authority. No building shall be erected nearer the street line than the building set-back line in the residential district on the same street frontage.

Parking provisions will consist of one space for each two employees.

When necessary for poles, electric lines, conduits, storm and sanitary sewers, gas lines, water pipe lines, or other services, rights-of-way or easements will be granted or reserved as shown on Map No. 4 entitled Streets and Highway Adjustment Plan based on proposed Street plan.

iv. Pedestrian Walkways

- (a) Permitted land use in the pedestrian walkway areas shown in the Project Area Plan, Map No. 6, shall be for pedestrian use only. Vehicular traffic will not be permitted in Pedestrian Walkways. Those areas will be dedicated to the City as part of the street and will contain public utilities where required.

i. Semi-Public

i. Institutional

- (a) Permitted land area and buildings in the institutional areas shown in the Project Area Plan, Map No. 6, shall be appropriate for uses such as churches, private schools, parochial elementary schools and high schools including playgrounds, athletic fields and parking areas incidental thereto; Medical Centers, museums, libraries, community centers, public offices, day care centers, and accessory uses customarily incidental to any of the above permitted uses.
- (b) Controls for land coverage, set back, off-street parking, loading, and height shall be the same as those included under sub-paragraphs (b), (c), (d), (e), and (f) listed under the Public-Institutional land use category.

. Controls for Properties not acquired

With respect to those parcels of land which are not acquired, the Redevelopment Authority and the City of Philadelphia in approving this Urban Renewal Plan will insure through proper enforcement of appropriate codes and ordinances that the owners of such parcels or their successors in interest will continue to devote such parcels to the uses specified in the Urban Renewal Plan or to redevelop or rehabilitate and use them

in accordance with the applicable sections of the Philadelphia Code of General Ordinances.

I. CONFORMITY TO GENERAL PLAN AND WORKABLE PROGRAM

This Urban Renewal Plan is in conformity with Philadelphia's Workable Program which provides for the City wide expansion of residential, commercial, and industrial development. The Eastwick Urban Renewal Plan is in conformity with the general plan for the city as a whole. The area is integrated with the residential, commercial and industrial facilities surrounding it.

J. OFFICIAL ACTIONS TO CARRY OUT PLAN

1. Review and Approval

Official actions will be in conformity with relevant laws. This Urban Renewal Plan together with the Redevelopment Proposal will be presented for review and approval to the City Planning Commission which will in turn submit said documents to the various officials, departments, boards and agencies of the City of Philadelphia having administrative responsibilities to effectuate the Plan. After submission to the City Planning Commission the Urban Renewal Plan and Redevelopment Proposal will be sent to the City Council for approval.

2. Public Hearing on the Urban Renewal Plan and the Redevelopment Proposal

The City Council will hold a public hearing in accordance with the Pennsylvania Urban Redevelopment Law of 1945 as amended.

3. Ordinance of City Council

Approval of the Urban Renewal Plan and the Redevelopment Proposal will take the form of an ordinance of City Council and will authorize the Redevelopment Authority to take such action as may be necessary to carry out the Urban Renewal Plan and Redevelopment Proposal.

4. Ordinances for Changes

The Redevelopment Authority will prepare for introduction into City Council such ordinances as may be necessary for changes in such matters as zoning, streets, public ways, street patterns, and public utilities, in order to implement the Urban Renewal Plan.

5. Objective

The measures above cited are necessary to the realization of the Urban Renewal Plan.

6. Approval of Redevelopment Contract

The Redevelopment Authority, upon selection of a redeveloper or redevelopers, shall submit a Redevelopment Contract, before it is executed, to City Council for approval. Said contracts shall be in conformity with the Urban Renewal Plan.

7. Landscaping Plans

Landscaping plans shall be submitted by each developer together with the schematic development plan.

8. Approval of Plans and Specifications

The Redevelopment Authority shall specifically reserve the right to review and approve the redevelopers' plans and specifications with respect to their conformance with the Urban Renewal Plan.

K. PROCEDURE FOR CHANGES IN APPROVED PLAN

The Urban Renewal Plan may be amended from time to time upon compliance with requirements of local and state law.

LEGAL DESCRIPTION

EASTWICK URBAN RENEWAL AREA

ALL THOSE CERTAIN lots and pieces of ground situated in the 40th Ward, City of Philadelphia beginning at a point, formed by the intersection of the north-westerly side of Lindbergh Boulevard 108 feet (P) wide or 108.18 feet (US) and the northeasterly side of 58 Street 70 feet (P) wide or 70.12 feet (US) commencing thus:

- (1) South $62^{\circ}-01'-30''$ east or south $60^{\circ}-14'-08''$ east (P) along the northeasterly side of 58 Street at a distance of 880.48 feet (US) or 878.985 feet (P) to a point on the center line of the Reading Railroad; thence
- (2) South $27^{\circ}-54'-45''$ west or south $29^{\circ}-45'-52''$ west (P) along the center line of the Reading Railroad a distance of 957.08 feet (US) or 955.454 feet (P) to a point on the center line of the P. B. and W. R. R., 60 Street Branch; thence
- (3) South $62^{\circ}-01'-30''$ east or south $60^{\circ}-10'-23''$ east (P) along the center line of the P. B. and W. R. R., 60 Street Branch a distance of 145.37 feet (US) or 145.124 feet (P) to a point of curvature; thence
- (4) Along said center line crossing 61 Street along an arc curving to the right of radius 1,148.23 feet (US) and central angle of $74^{\circ}-35'-46''$ and an arc distance of 1,495.08 feet (US) to a point of tangency; thence
- (5) South $12^{\circ}-33'-45''$ west or south $14^{\circ}-21'-38''$ west (P) along the center line of said Railroad Crossing 63 Street and Passyunk Avenue a distance of 1,670.38 feet (US) to a point on the southeasterly side of Passyunk Avenue, 108.0 feet (P) wide; thence
- (6) South $76^{\circ}-33'-15''$ west or south $78^{\circ}-18'-08''$ west (P) along the southeasterly side of Passyunk Avenue a distance of 825.25 feet (US) or 823.767 feet (P) to a point of curvature; thence
- (7) Along the southeasterly side of Passyunk and Essington Avenues along an arc curving to the left of radius 400.72 feet (US) or 400.0 feet (P) and a central angle of $63^{\circ}-56'-50''$ and an arc distance of 447.24 feet (US) or 446.436 feet (P) to a point of tangency on the southeasterly side of Essington Avenue, 108.0 feet (P) wide; thence
- (8) South $12^{\circ}-33'-25''$ west or south $14^{\circ}-21'-18''$ west (P) along the southeasterly side of Essington Avenue a distance of 6,204.22 feet (US) to a point; thence
- (9) South $34^{\circ}-52'-25''$ west or south $36^{\circ}-40'-18''$ west (P) along the southeasterly side of Essington Avenue a distance of 1,173.028 feet (US) to a point on the property line of the Gulf Refining Company; thence
- (10) South $62^{\circ}-11'-50''$ east a distance of 692.819 feet (US) to a point on the property line of the Gulf Refining Company; thence

- (11) South $62^{\circ}-11'-50''$ east along the above line extended a distance of 792.217 feet (US) to a point on the property line of Gulf Refining Company; and a line 500.0 feet (US) northwest of and parallel to the center line of Penrose Avenue Bridge; thence
- (12) North $59^{\circ}-54'-10''$ east or north $61^{\circ}-41'-57.43''$ east (P) a distance of 3,138.872 feet (US) to a point on the pierhead and bulkhead line approved by the Secretary of War, September 10, 1940; thence
- (13) South $27^{\circ}-23'-24''$ east or south $25^{\circ}-35'-37.2''$ east (P) a distance of 102.24 feet (US) to a point on the pierhead and bulkhead line; thence
- (14) South $44^{\circ}-13'-05''$ east or south $42^{\circ}-25'-17.57''$ east (P) along pierhead and bulkhead line a distance of 410.28 feet (US) to a point on the center line of the Penrose Avenue Bridge; thence
- (15) South $59^{\circ}-54'-10''$ west or south $61^{\circ}-41'-57.43''$ west (P) along the center line of the Penrose Avenue Bridge projected a distance of 5,274.16 feet (US) to a point; thence
- (16) South $30^{\circ}-05'-50''$ east or south $28^{\circ}-18'-17''$ east (P) a distance of 85.16 feet (US) or 85.0 feet (P) to a point of curvature on the southeasterly side of Penrose Avenue 170 feet (P) wide or 170.32 feet (US); thence
- (17) Along the southeasterly side of Penrose Avenue along an arc curving to the right of radius 1,517.55 feet (US) or 1,514.825 feet (P) an arc distance of 1,122.914 feet (P) to a point of tangency; thence
- (18) North $75^{\circ}-49'-42''$ west (P) along the southeasterly side of Penrose Avenue 137.081 feet (P) to a point of curvature; thence
- (19) Along the southeasterly side of Penrose Avenue along an arc curving to the left of radius 40.000 feet (P) an arc distance of 56.596 feet (P) to a point of compound curvature; thence
- (19a) Along the easterly side of Island Avenue 108.0 feet (P) wide along an arc curving to the left of radius 79.066 feet (P) an arc distance of 45.383 feet (P) to a point; thence
- (19b) South $22^{\circ}-41'-49''$ east (P) along the northeasterly side of Island Avenue 425.039 feet (P) more or less to a point; thence
- (19c) South $62^{\circ}-00'-37''$ west (P) south $60^{\circ}-13'-37''$ west crossing the bed of Island Avenue 108.829 feet (P) more or less to a point on the southwesterly side of Island Avenue; thence
- (20) South $58^{\circ}-56'-38''$ west or south $60^{\circ}-45'-38''$ west (P) a distance of 949.76 feet (US) or 948.802 feet (P) [948.159 feet (P)] along the former northwesterly side of Penrose Avenue 150 feet (P) wide to a point; thence
- (21) North $55^{\circ}-07'-55''$ west or north $53^{\circ}-19'-42''$ west (P) a distance of 117.52 feet (US) or 117.308 feet (P) along the former northeasterly side of 85 Street 70 feet (P) wide to a point on the southeasterly side of Essington Avenue 108 feet (P) wide or 108.19 feet (US) wide; thence

(22) South $34^{\circ}-52'-05''$ west or south $36^{\circ}-40'-18''$ west (P) along the southeasterly side of Essington Avenue a distance of 3,960.23 feet (US) or 2,818.613 feet (P) along the southeasterly side of Essington Avenue to a point on a diagonal at 90 Street 60 feet (P) wide, across 90 Street and 1,055.400 feet (P) along the southeasterly side of Essington Avenue, to a point of curvature on the southeasterly side of Essington Avenue; thence

(23) Along the southeasterly side of Essington Avenue along an arc curving to the right of radius 2,943.68 feet (US) or 2,928.755 feet (P) an arc of 1,239.30 feet (US) or 1,242.652 feet (P), the included angle being $24^{\circ}-12'-04''$ (US) or $24^{\circ}-18'-36.8''$ (P) to a point on the Philadelphia-Delaware County Line; thence

(24) North $47^{\circ}-48'-45''$ west or north $45^{\circ}-59'-06''$ west (P) along the Philadelphia-Delaware County Line a distance of 416.12 feet (US) or 414.015 feet (P) to a point; thence

(25) North $88^{\circ}-21'-32''$ west or north $86^{\circ}-31'-49''$ west (P) along the Philadelphia-Delaware County Line a distance of 60.11 feet (US) or 60.000 feet (P) to a point; thence

(26) South $80^{\circ}-51'-05''$ west or south $82^{\circ}-40'-48''$ west (P) along the Philadelphia-Delaware County Line a distance of 1,025.74 feet (US) to a point; thence

(27) North $85^{\circ}-45'-46''$ west or north $83^{\circ}-56'-03''$ west (P) along the Philadelphia-Delaware County Line a distance of 2,866.56 feet (US) to a point on the Philadelphia-Delaware County Line and on the center line of the Reading Railroad; thence

(28) North $64^{\circ}-50'-55''$ east or north $66^{\circ}-40'-38''$ east (P) along the center line of the Reading Railroad a distance of 801.09 feet (US) or 799.653 feet (P) to a point of curvature; thence

(29) Along the said center line of said railroad along an arc curving to the left of radius 3,819.82 feet (US) or 3,812.958 feet (P) and central angle of $18^{\circ}-19'-10''$ and an arc distance of 1,298.01 feet (US) to a point; thence

(30) North $74^{\circ}-41'-10''$ west or north $72^{\circ}-51'-27''$ west (P) a distance of 393.54 feet (US) to a point on the northwesterly side of Eastwick Avenue 80.0 feet (P) wide; thence

(31) Along the northwesterly side of Eastwick Avenue along an arc curving to the left of radius 3,489.23 feet (US) or 3,482.958 feet (P) and central angle of $15^{\circ}-02'-14''$ and an arc distance of 915.68 feet (US) or 914.031 feet (P) to a point of tangency; thence

(32) North $34^{\circ}-50'-35''$ east or north $36^{\circ}-40'-18''$ east (P) along the northwesterly side of Eastwick Avenue a distance of 492.09 feet (US) or 491.209 feet (P) to a point on the property line of the City of Philadelphia (Bird Sanctuary); thence

(33) North $37^{\circ}-42'-34''$ west or north $31^{\circ}-52'-51''$ west (P) along said property line 69.96 feet (US) or 69.833 feet (P) to a point; thence

(34) North $48^{\circ}-43'-33''$ west or north $46^{\circ}-53'-50''$ west (P) along said property line 160.97 feet (US) or 160.677 feet (P) to a point on the property line of Gulf Refining Company; thence

- (35) North $43^{\circ}-24'-35''$ east or north $45^{\circ}-14'-18''$ east (P) along the property line 225.28 feet (US) crossing 92 Street 70.0 feet (P) wide to a point on a line 200.36 feet (US) or 200.0 feet (P) northeast of and parallel to the property line of the City of Philadelphia above; thence
- (36) North $19^{\circ}-23'-10''$ west or north $17^{\circ}-33'-27''$ west (P) along a parallel line 3,459.55 feet (US) to a point on the Darby Creek Low-Water Line as of January, 1933; thence
- (37) North $42^{\circ}-20'-51''$ east or north $44^{\circ}-10'-34''$ east (P) along the Darby Creek Low-Water Line 65.87 feet (US) to a point; thence
- (38) North $38^{\circ}-09'-55''$ east or north $39^{\circ}-59'-38''$ east (P) along the Darby Creek Low-Water Line a distance of 347.78 feet (US) or 347.160 feet (P) to a point; thence
- (39) North $34^{\circ}-38'-50''$ east or north $36^{\circ}-28'-38''$ east (P) along the Darby Creek Low-Water Line a distance of 279.38 feet (US) or 278.880 feet (P) to a point; thence
- (40) North $30^{\circ}-07'-05''$ east or north $31^{\circ}-56'-48''$ east (P) along the Darby Creek Low-Water Line a distance of 322.65 feet (US) or 322.070 feet (P) to a point; thence
- (41) North $02^{\circ}-48'-49''$ west or north $0^{\circ}-59'-06''$ west (P) along Darby Creek Low-Water Line a distance of 154.94 feet (US) or 154.660 feet (P) to a point; thence
- (42) North $35^{\circ}-00'-05''$ west or north $33^{\circ}-10'-22''$ west (P) along the Darby Creek Low-Water Line a distance of 129.05 feet (US) or 128.820 feet (P) to a point; thence
- (43) North $57^{\circ}-51'-06''$ west or north $56^{\circ}-01'-23''$ west (P) along the Darby Creek Low-Water Line a distance of 73.54 feet (US) or 73.410 feet (P) to a point; thence
- (44) North $23^{\circ}-52'-46''$ west or north $22^{\circ}-03'-03''$ west (P) along the Darby Creek Low-Water Line a distance of 39.81 feet (US) or 39.740 feet (P) to a point; thence
- (45) North $01^{\circ}-55'-51''$ east or north $03^{\circ}-45'-34''$ east (P) along the Darby Creek Low-Water Line a distance of 63.43 Feet (US) or 63.316 feet (P) to a point; thence
- (46) North $33^{\circ}-20'-47''$ east a distance of 122.558 feet (US) to a point; thence
- (47) North $33^{\circ}-34'-34''$ east or north $35^{\circ}-24'-17''$ east (P) along the Darby Creek Low-Water Line a distance of 12.87 feet (US) or 12.851 feet (P) to a point; thence
- (48) North $44^{\circ}-16'-09''$ east or north $46^{\circ}-05'-52''$ east (P) along the Darby Creek Low-Water Line a distance of 178.18 feet (US) or 177.860 feet (P) to a point; thence

- (49) North 29°-12'-24" east or north 31°-02'-07" east (P) along the Darby Creek Low-Water Line a distance of 214.73 feet (US) or 214.340 feet (P) to a point; thence
- (50) North 36°-16'-33" east or north 38°-06'-16" east (P) along the Darby Creek Low-Water Line a distance of 143.38 feet (US) or 143.120 feet (P) to a point; thence
- (51) North 25°-09'-05" east or north 26°-58'-48" east (P) along the Darby Creek Low-Water Line a distance of 154.45 feet (US) or 154.170 feet (P) to a point; thence
- (52) North 24°-34'-35" east or north 26°-24'-08" east (P) along the Darby Creek Low-Water Line a distance of 156.45 feet (US) or 156.780 feet (P) to a point; thence
- (53) North 19°-43'-20" east or north 21°-33'-03" east (P) along the Darby Creek Low-Water Line a distance of 180.18 feet (US) or 179.860 feet (P) to a point; thence
- (54) North 22°-10'-01" west a distance of 65,782 feet (US) to a point on the center line of the 84 Street Bridge over Darby Creek and on the county line established by a commission and approved December 5, 1906; thence
- (55) North 20°-07'-13" east or north 21°-55'-20" east (P) along the Philadelphia-Delaware County Line a distance of 205.31 feet (US) to a point; thence
- (56) North 44°-39'-34" west or north 42°-51'-27" west (P) along the Philadelphia-Delaware County Line a distance of 222.58 feet (US) to a point; thence
- (57) North 34°-52'-11" east or north 36°-40'-18" east (P) along the Philadelphia-Delaware County Line a distance of 2,074.49 feet (US) to a point; thence
- (58) North 55°-07'-49" west or north 53°-19'-42" west (P) along the Philadelphia-Delaware County Line a distance of 751.12 feet (US) to a point; thence
- (59) North 34°-52'-11" east or north 36°-40'-18" east (P) along the Philadelphia-Delaware County Line a distance of 485.06 feet (US) to a point; thence
- (60) South 80°-06'-32" east or south 78°-18'-25" east (P) along the Philadelphia-Delaware County Line a distance of 20.63 feet (US) or 18.6 feet (US) to a point; thence
- (61) North 73°-37'-41" east or north 75°-25'-48" east (P) along the Philadelphia-Delaware County Line a distance of 179.72 feet (US) to a point; thence
- (62) North 56°-30'-35" east or north 58°-18'-42" east (P) along the Philadelphia-Delaware County Line a distance of 153.27 feet (US) to a point; thence
- (63) North 47°-18'-48" east or north 49°-06'-55" east (P) along the Philadelphia-Delaware County Line a distance of 191.13 feet (US) to a point; thence
- (64) North 35°-26'-36" east or north 37°-14'-43" east (P) along the Philadelphia-Delaware County Line a distance of 265.70 feet (US) to a point; which is the end of the County Line established December 5, 1906; thence

- (65) South $10^{\circ}-28'-38''$ east along the Cobbs Creek Low-Water Line a distance of 69.23 feet (US) to a point; thence
- (66) North $18^{\circ}-19'-53''$ east along the Cobbs Creek Low-Water Line a distance of 269.57 feet (US) to a point; thence
- (67) North $12^{\circ}-05'-23''$ east along the Cobbs Creek Low-Water Line a distance of 103.02 feet (US) to a point; thence
- (68) North $01^{\circ}-12'-23''$ east along the Cobbs Creek Low-Water Line a distance of 203.53 feet (US) to a point; thence
- (69) North $25^{\circ}-02'-37''$ west along the Cobbs Creek Low-Water Line a distance of 89.83 feet (US) to a point; thence
- (70) North $60^{\circ}-18'-37''$ west along the Cobbs Creek Low-Water Line a distance of 95.76 feet (US) to a point; thence
- (71) North $76^{\circ}-18'-37''$ west along the Cobbs Creek Low-Water Line a distance of 274.41 feet (US) to a point; thence
- (72) North $07^{\circ}-46'-23''$ east along the Cobbs Creek Low-Water Line a distance of 42.58 feet (US) to a point; thence
- (73) North $30^{\circ}-39'-23''$ east along the Cobbs Creek Low-Water Line a distance of 156.45 feet (US) to a point; thence
- (74) North $21^{\circ}-42'-23''$ east along the Cobbs Creek Low-Water Line a distance of 105.94 feet (US) to a point; thence
- (75) North $31^{\circ}-43'-53''$ east along the Cobbs Creek Low-Water Line a distance of 107.28 feet (US) to a point; thence
- (76) North $51^{\circ}-49'-53''$ east along the Cobbs Creek Low-Water Line a distance of 70.79 feet (US) to a point; thence
- (77) North $59^{\circ}-13'-23''$ east along the Cobbs Creek Low-Water Line a distance of 146.76 feet (US) to a point; thence
- (78) North $36^{\circ}-10'-23''$ east along the Cobbs Creek Low-Water Line a distance of 137.25 feet (US) to a point; thence
- (79) North $51^{\circ}-29'-23''$ east along the Cobbs Creek Low-Water Line a distance of 43.51 feet (US) to a point; thence
- (80) North $61^{\circ}-25'-23''$ east along the Cobbs Creek Low-Water Line a distance of 161.46 feet (US) to a point; thence
- (81) North $47^{\circ}-53'-53''$ east along the Cobbs Creek Low-Water Line a distance of 107.78 feet (US) to a point; thence
- (82) North $26^{\circ}-38'-23''$ east along the Cobbs Creek Low-Water Line a distance of 134.16 feet (US) to a point; thence

- (83) North 48°-37'-36" west a distance of 45.81 feet (US) to a point on the Center Line of Cobbs Creek; thence
- (84) North 28°-44'-11" east along the Center Line of Cobbs Creek a distance of 49.06 feet (US) to a point; thence
- (85) North 39°-22'-23" east along the Center Line of Cobbs Creek a distance of 120.22 feet (US) to a point; thence
- (86) North 24°-39'-23" east along the Center Line of Cobbs Creek a distance of 240.43 feet (US) to a point; thence
- (87) North 64°-39'-23" east along the Center Line of Cobbs Creek a distance of 110.20 feet (US) to a point; thence
- (88) North 55°-09'-23" east along the Center Line of Cobbs Creek a distance of 125.23 feet (US) to a point; thence
- (89) North 46°-09'-23" east along the Center Line of Cobbs Creek a distance of 50.09 feet (US) to a point; thence
- (90) North 14°-09'-23" east along the Center Line of Cobbs Creek a distance of 50.09 feet (US) to a point; thence
- (91) North 24°-56'-07" west along the Center Line of Cobbs Creek a distance of 100.15 feet (US) to a point, on property line of Pennsylvania Railroad; thence
- (92) North 35°-01'-06" west along the Center Line of Cobbs Creek across property of Pennsylvania Railroad a distance of 110.23 feet (US) to a point; thence
- (93) North 38°-12'-25" west along the Center Line of Cobbs Creek across property of the Pennsylvania Railroad a distance of 123.22 feet (US) to a point on property line of Pennsylvania Railroad; thence
- (94) North 75°-32'-05" east or north 77°-20'-12" east (P) along the Property Line of the Pennsylvania Railroad 254.46 feet (US) or 254.0 feet (P) to a point; thence
- (95) North 66°-10'-58" east or north 67°-59'-05" east (P) along the property line of the Pennsylvania Railroad a distance of 47.33 feet (US) or 47 feet 3 inches (P) to a point; thence
- (96) North 63°-45'-23" east or north 65°-33'-30" east (P) along the property line of the Pennsylvania Railroad a distance of 66.93 feet (US) or 66 feet 9 3/4 inches (P) to a point; thence
- (97) North 58°-41'-43" east or north 60°-29'-50" east (P) along property line of the Pennsylvania Railroad a distance of 79.50 feet (US) or 79 feet 4 1/4 inches (P) to a point; thence

(98) North $56^{\circ}-36'-53''$ east or north $58^{\circ}-25'-00''$ east (P) along the property line of the Pennsylvania Railroad 330.98 feet (US) or 333 feet 4 5/8 inches (P) to a point, on the southwesterly side of Island Avenue 70 feet (P) wide; thence

(99) North $58^{\circ}-19'-20''$ east across Island Avenue a distance of 70.13 feet (US) or 70 feet (P) to a point on the northeasterly side of Island Avenue; thence

(100) South $31^{\circ}-40'-40''$ east along the northeasterly side of Island Avenue and across Grays Avenue a distance of 1,014.91 feet (US); or south $29^{\circ}-53'-00''$ east (P) a distance of 410.105 feet (P) along the northeasterly side of Island Avenue, south $29^{\circ}-53'-00''$ east (P) across bed of Grays Avenue 80 feet (P) wide, thence south $29^{\circ}-53'-00''$ (P) east a distance of 481.365 feet (P) along the northeasterly side of Island Avenue; to point on a diagonal at the intersection of Island Avenue and Passunk Avenue 120 feet (P) wide, thence south $29^{\circ}-53'-00''$ east (P) along northeasterly side of Island Avenue projected to a point on the northerly side of Passyunk Avenue 120.216 feet (US) or 120 feet (P) wide; projected thence

(101) North $82^{\circ}-50'-03''$ east along the northerly side of Passyunk Avenue projected and along the northerly side of Passyunk Avenue and across 73 Street, Lloyd Street, Stetler Street, Buist Avenue, Elmwood Park, and 71 Street a distance of 2,008.36 feet (US), or north $84^{\circ}-37'-55''$ east (P) along the northerly side of Passyunk Avenue projected across the bed of Elmwood Avenue 80 feet (P) wide to a diagonal at the corner of Elmwood and Passyunk Avenue, thence north $84^{\circ}-37'-55''$ east (P) a distance of 400.591 feet (P) along the northerly side of Passyunk Avenue to a point on the westerly side of 73 Street 70 feet (P) wide, north $84^{\circ}-37'-55''$ east (P) across the bed of 73 Street, thence north $84^{\circ}-37'-55''$ east (P) a distance of 111.178 feet (P) along the northerly side of Passyunk Avenue to a point on the westerly side of Lloyd Street 40 feet (P) wide, north $84^{\circ}-37'-55''$ east (P) a distance of 40.0 feet (P) across the bed of Lloyd Street, thence north $84^{\circ}-37'-55''$ east (P) a distance of 126.0 feet (P) along the northerly side of Passyunk Avenue to a point on the westerly side of Stetler Street, thence north $84^{\circ}-37'-55''$ east (P) across the bed of Statler Street and Buist Avenue 80 feet (P) wide to a point on a diagonal at the corner of Buist and Passyunk Avenues, thence north $84^{\circ}-37'-55''$ east (P) a distance of 627.863 feet (P) along the northerly side of Passyunk Avenue, across Elmwood Park to a point on the southwesterly side of 71 Street 70 feet (P) wide, north $84^{\circ}-37'-55''$ east (P) across the bed of 71 Street, thence north $84^{\circ}-37'-55''$ east (P) a distance of 99.733 feet (P) along the northerly side of Passyunk Avenue to a point on the northwesterly side of Dicks Avenue 80 feet (P) wide; to a point on the northwesterly side of Dicks Avenue 80.12 feet (US) or 80 feet (P) wide; thence

(102) North $47^{\circ}-39'-20''$ east or north $49^{\circ}-27'-30''$ east (P) along the northwesterly side of Dicks Avenue a distance of 4,994.35 feet (US); or north $49^{\circ}-27'-30''$ east (P) a distance of 66.144 feet (P) along the northwesterly side of Dicks Avenue to a point on the southwesterly side of Muhfeld Street 40 feet (P) wide, north $49^{\circ}-27'-30''$ east (P), a distance of 40 feet (P) across the bed of Muhfeld Street, thence north $49^{\circ}-27'-30''$ east (P) a distance of 147.666 feet (P) along the northwesterly side of Dicks Avenue to a point on the southwesterly side of Holbrook Street 40 feet (P) wide north $49^{\circ}-27'-30''$ east (P) a distance of 40 feet (P) across the bed of Holbrook Street, north $49^{\circ}-27'-30''$ east (P) a distance of 147.667 feet (P) along the northwesterly side of Dicks Avenue to a point on the southwesterly side of 70 Street 70 feet (P) wide, north $49^{\circ}-27'-30''$ east (P) a

distance of 70 feet (P) across the bed of 70 Street, thence north 49°-27'-30" east (P) a distance of 123.0 feet (P) along the northeasterly side of Dicks Avenue to a point on the southeasterly side of Sylmar Street-40 feet (P) wide, north 49°-27'-30" east (P) a distance of 40.0 feet (P) across the bed of Sylmar Street, thence north 49°-27'-30" east (P) a distance of 289.0 feet (P) along the northeasterly side of Dicks Avenue to a point on the southwesterly side of 69 Street 70 feet (P) wide, north 49°-27'-30" east (P) a distance of 70 feet (P) across the bed of 69 Street, thence north 49°-27'-30" east (P) a distance of 160 feet (P) along the northwesterly side of Dicks Avenue to a point on the southwesterly side of Massey Street 40 feet (P) wide, north 49°-27'-30" east (P) a distance of 40.0 feet (P) across the bed of Massey Street, thence north 49°-27'-30" east (P) a distance of 156.0 feet (P) along the northwesterly side of Dicks Avenue to a point on the southwesterly side of Carroll Street 40 feet (P) wide, north 49°-27'-30" east (P) a distance of 40.0 feet (P) across the bed of Carroll Street, thence north 49°-27'-30" east (P) a distance of 159.0 feet (P) along the northwesterly side of Dicks Avenue to a point on the southwesterly side of 68 Street 70 feet (P) wide, north 49°-27'-30" east (P) a distance of 70 feet (P) across the bed of 68 Street, thence north 49°-27'-30" east (P) a distance of 142.0 feet (P) along the northwesterly side of Dicks Avenue to a point on the southwesterly side of Hobson Street 40 feet (P) wide, north 49°-27'-30" east (P) a distance of 40.0 feet (P) across the bed of Hobson Street, thence north 49°-27'-30" east (P) a distance of 141.0 feet (P) along the northwesterly side of Dicks Avenue to a point on the southwesterly side of Bonaffon Street 40 feet (P) wide, north 49°-27'-30" east (P) a distance of 40.0 feet (P) across the bed of Bonaffon Street, thence north 49°-27'-30" east (P) a distance of 142.0 feet (P) along the northwesterly side of Dicks Avenue to a point on the southwesterly side of 67 Street 70 feet (P) wide, north 49°-27'-30" east (P) a distance of 70.0 feet (P) across the bed of 67 Street, thence north 49°-27'-30" east (P) a distance of 195.0 feet (P) along the northwesterly side of Dicks Avenue to a point on the southwesterly side of Shield Street 40 feet (P) wide, north 49°-27'-30" east (P) a distance of 40.0 feet (P) across the bed of Shield Street, thence north 49°-27'-30" east (P) a distance of 195.0 feet (P) along the northwesterly side of Dicks Avenue to a point on the southwesterly side of 66 Street 70 feet (P) wide, north 49°-27'-30" east (P) a distance of 70.0 feet (P) across the bed of 66 Street, thence north 49°-27'-30" east (P) a distance of 175.0 feet (P) along the northwesterly side of Dicks Avenue to a point on the southwesterly side of Daggett Street 50 feet (P) wide, thence north 49°-27'-30" east (P) a distance of 50.0 feet (P) wide across the bed of Daggett Street, thence north 49°-27'-30" east (P) a distance of 175.0 feet (P) along the northwesterly side of Dicks Avenue to a point on the southwesterly side of 65 Street 70 feet (P) wide, north 49°-27'-30" east (P) a distance of 70.0 feet (P) across the bed of 65 Street, thence north 49°-27'-30" east (P) a distance of 400.0 feet (P) along the northwesterly side of Dicks Avenue to a point on the southwesterly side of 64 Street 70 feet (P) wide, north 49°-27'-30" east (P) a distance of 70.0 feet (P) across the bed of 64 Street, thence north 49°-27'-30" east (P) a distance of 450.0 feet (P) along the northwesterly side of Dicks Avenue to a point on the southwesterly side of 63 Street 70 feet (P) wide, north 49°-27'-30" east (P) a distance of 70.0 feet (P) across the bed of 63 Street, thence north 49°-27'-30" east (P) a distance of 264.0 feet (P) along the northwesterly side of Dicks Avenue to a point on the southwesterly side of Felton Street 40 feet (P) wide, north 49°-27'-30" east (P) a distance of 40.0 feet (P) across the bed of Felton Street, thence north 49°-27'-30" east (P) a distance of 146.0 feet (P) along the northwesterly side of Dicks Avenue to a point on the southwesterly side of 62 Street 70 feet (P) wide, north 49°-27'-30" east (P) a distance of 70.0 feet (P) across the bed of 62 Street, thence north 49°-27'-30" east (P) a distance of 140.0 feet (P) along the northwesterly side of Dicks Avenue to a point on the

southwesterly side of Robinson Street 40 feet (P) wide, north $49^{\circ}-27'-30''$ east (P) a distance of 40.0 feet (P) across the bed of Robinson Street, thence north $49^{\circ}-27'-30''$ east (P) a distance of 92.331 feet (P) along the northwesterly side of Dicks Avenue to a point formed by the intersection of the northwesterly side of Dicks Avenue with northwesterly side of Lindbergh Boulevard 108 feet (P) wide; thence

(103) North $27^{\circ}-57'-41''$ east or north $29^{\circ}-45'-52''$ east (P) a distance of 2,013.98 feet (US), or north $29^{\circ}-45'-52''$ east (P) a distance of 50.631 feet (P) along the northwesterly side of Lindbergh Boulevard to a point on the southwesterly side of Dewey Street 40 feet (P) wide, north $29^{\circ}-45'-52''$ east (P) across the bed of Dewey Street, thence north $29^{\circ}-45'-52''$ east (P) a distance of 148.698 feet (P) along the northwesterly side of Lindbergh Boulevard to a point on the southwesterly side of 61 Street 70 feet (P) wide, north $29^{\circ}-45'-52''$ east (P) across the bed of 61 Street, thence north $29^{\circ}-45'-52''$ east (P) a distance of 339.778 feet (P) along the northwesterly side of Lindbergh Boulevard to a point on the southwesterly side of 60 Street 70 feet (P) wide, north $29^{\circ}-45'-52''$ east (P) across the bed of 60 Street and Buist Avenue, thence north $29^{\circ}-45'-52''$ east (P) a distance of 614.617 feet (P) along the northwesterly side of Lindbergh Boulevard to a point on the southwesterly side of 59 Street 70 feet (P) wide, north $29^{\circ}-45'-52''$ east (P) across the bed of 59 Street, thence north $29^{\circ}-45'-52''$ east (P) a distance of 289.958 feet (P) along the northwesterly side of Lindbergh Boulevard to a point on the southwesterly side of Wanamaker Street 40 feet (P) wide, north $29^{\circ}-45'-52''$ east (P) across the bed of Wanamaker Street, thence north $29^{\circ}-45'-52''$ east (P) a distance of 145.51 feet (P) to a point on the southwesterly side of 58 Street, north $29^{\circ}-45'-52''$ east (P) across the bed of 58 Street; to a point on the line of the northeasterly side of 58 Street projected to the place of beginning.

CONTAINING 2,564.13 acres more or less (US).

In accordance with Boundary Service prepared by Black Engineering Company, Incorporated, Clifton Heights, Pennsylvania, dated September 6, 1955, consisting of thirteen sheets revised by Judson F. Vogdes, Jr., November 21, 1957, and plans made by Judson F. Vogdes, Jr., "Boundary of Properties Deleted from Project," dated November 15, 1957.

Bearings and distances indicated (P) are from confirmed City Plans of the City of Philadelphia. Bearings and distances on the above Boundary Survey are US Standard and tie into the coordinate system of the U. S. Corps of Engineers.

November 25, 1957

Revised: August, 1969

Judson F. Vogdes, Jr.
Registered Engineer
34 South 17 Street
Philadelphia, Pennsylvania, 19103

PROPERTY REHABILITATION STANDARDS

All properties in the Eastwick Project Area A-4-14 shall comply with the standards set forth in all applicable statutes, codes, and ordinances, as amended from time to time, relating to the use, maintenance, facilities, and occupancy of property including, but not limited to, building, electrical, fire, health, housing, plumbing, zoning, and planning codes. These code standards are hereby incorporated by reference and made a part of these Property Rehabilitation Standards.

All materials and workmanship employed in conservation and rehabilitation under this program shall be of standard quality or better to bring property to desirable marketable condition. All alterations to and repair of surfaces not requiring complete treatment shall be done with matching materials and/or methods and finished in such a way that the alterations and repairs do not clash with or differ from the existing treatment, if possible. Prime consideration in replacement should be given to durability, lasting qualities and minimal maintenance.

In addition to compliance with local statutes, codes, and ordinances, all properties in the Eastwick Project Area A-4-14 devoted in whole or in part to residential uses shall conform to the following standards:

1. Access to the Building

Walks and steps shall be provided for convenient all weather access to the structure constructed so as to provide safety, reasonable durability, and economy of maintenance.

2. Service & Facilities

- (a) Utilities shall be independent of each property without dependence upon other properties.
- (b) Independent facilities shall be provided for each dwelling unit except that common facilities such as laundry, storage space, or heating may be provided for each property.

3. Privacy & Arrangement

- (a) Access to each dwelling unit shall be provided without passing through any other unit.
- (b) Access to all parts of a dwelling unit shall be possible without passing through a public hall.
- (c) A bathroom location is not acceptable if it is used as a passageway to a habitable room, hall, basement or to the exterior. Access to a single bathroom through a bedroom in dwelling units with more than one bedroom is not acceptable.
- (d) A bedroom shall not be used as the only means of access to another bedroom or habitable room.

4. Space for Laundry Facilities

Adequate space for laundry trays or equipment shall be provided in either of the following locations; within each dwelling unit having two or more bedrooms and located in the kitchen or other suitable service space, or in the basement, cellar or other suitable public space within the building for the use of all occupants. In multi dwelling units there shall be provided at least two laundry tubs. *

5. Closets

- (a) Clothes closet space shall be provided within each dwelling unit on the basis of approximately 12 square feet for the first bedroom, plus 6 square feet for each additional bedroom, provided room design and layout permits.
- (b) Where separate closets for each existing bedroom are not possible a closet elsewhere may be used provided that the minimum area is available and is reasonably accessible to the bedroom. None of the minimum closet space should be located within the kitchen. Clothes closets shall be provided with a shelf and rod.

6. Interior Finishes

- (a) Interior wall and ceiling finish

All interior walls and ceilings of room and hallways shall provide:
a) a suitable base for decorative finish; b) no noticeable dangerous surface irregularities or cracking.

- (b) Painting and decoration

Where needed a protective and decorative finish coating shall provide:
a) adequate resistance to weathering; b) protection of finished surfaces from moisture and/or corrosion; and c) reasonable durability.

7. Windows, doors, and other openings

- (a) Existing windows and doors, including their hardware shall operate satisfactorily and give evidence of continuing acceptable service. Defective glass or locking mechanisms shall be replaced or corrected.
- (b) Screens shall be provided for windows, doors, and other openings which are used for ventilation purposes during that portion of the year when it is necessary to protect occupants from mosquitoes, flies, and other insects.
- (c) Existing screens and storm sashes, where provided, shall be maintained in suitable condition to serve the intended purpose.
- (d) Shades or other window covering sufficient to insure privacy, control glare, etc., shall be provided for each window, door, and other openings.

8. Public entrance spaces, hallways to building

- (a) All public entrance space should have natural light provided by window, doorway, or equivalent glass area of at least 10 percent of the floor area.

* This provision shall apply to all conversions.

9. Plumbing

- (a) The plumbing system and its appurtenances for each dwelling shall provide satisfactory water supply, drainage, venting, and operation of fixtures. Any cesspool or septic tank shall be replaced by connection into the municipal sewage system, wherever the latter is available. All pipes shall be concealed where possible or blend into color scheme where showing.
- (b) Separate valves and suppliers for gas and water lines for each dwelling in a multi-family structure and for water lines for each riser in a single-family structure.

10. Electrical System

- (a) All habitable rooms and other appropriate spaces in each dwelling shall be provided with electrical service by a system of wiring and equipment that safely supplies electrical energy for proper illumination and the use of ordinary domestic appliances and equipment.
- (b) Existing wiring and electrical equipment that will be retained shall be in good and serviceable condition and installed so as not to be a potential source of electrical hazard or the means of igniting combustible materials. Replacement of existing wiring and equipment shall be made where the above conditions are not fulfilled. All electrical wiring shall be concealed in each room.
- (c) Two double electric wall outlets shall be provided in each habitable room.
- (d) The provisions of Sec. 1007, Chapter X of the Minimum Property Standards for One and Two living Units, Sec. 1700 of the Minimum Property Requirements for three or more units and appropriate provisions of the National Electrical Code shall be used as a guide for design layout and installation of electrical work in new construction. Not less than two general lighting circuits (12 amp) and one appliance circuit (20 amp) shall be provided for each dwelling unit in new construction. Heavy duty equipment shall have individual branch circuits as required to comply with the National Electric Code in new construction. A minimum of 100 amps shall be required under this provision.

11. Water Service

- (a) There shall be a separate shut-off valve provided for each dwelling unit.
- (b) As repairs are made and/or new plumbing added, a separate shut-off valve shall be provided for each fixture.
- (c) Iron water pipes shall be replaced with copper or brass when replacement is necessary.

- (d) Each dwelling unit shall be supplied with hot water which can be drawn at every required kitchen sink, bathroom basin, bathtub, or shower at a temperature of not less than 120° at any time.

12. Basement

- (a) The floors of all crawl spaces, basement, or cellar furnace rooms and basements or cellars containing habitable space, shall be paved in an acceptable manner, properly drained and ventilated.
- (b) Stairs leading to basement or cellar from the first floor shall be adequately and safely lighted so as to permit the area ahead to be lighted. Stairs are to be provided with handrails.
- (c) A switch regulating basement or cellar lights shall be located at the head of the stairs. A pull chain is acceptable at the head of the stairs.
- (d) Each dwelling unit is to have access to the basement, cellar, and laundry facilities without passing through another dwelling unit.

13. Bathroom

- (a) Complete bathing and sanitary facilities shall be provided within each dwelling unit consisting of a toilet, a tub or shower, and a wash basin. Enclosed shelves and mirror shall be provided over the basin. Soap dish and towel bars shall be provided.
- (b) Wall surfaces adjacent to washing and bathing areas shall be impervious to water and easy to clean. Materials used could include pre-finished tempered masonite, ceramic tile, approved plastic coated materials or equals, including sanitas.
- (c) Wall switches or outlets in bathroom shall not be near bathtubs or showers. If this cannot be corrected economically, switches and outlets shall be grounded.
- (d) Floors shall be impervious to water so as to permit the floor to be easily kept in a clean and sanitary condition. Such floors shall be tiled, or of other durable, water-proof, non-absorbent material, i.e., ceramic tile, linoleum, vinyl asbestos.

14. Structural Soundness

All structural components of the dwelling shall be in sound condition and considered serviceable for the expected useful life of the rehabilitated building. Sagging floors, fire-places, partitions or stairs, and bulging of exterior walls shall be restored as near as practical to an acceptable level or plumb position, and supported or braced so as to prevent a re-occurrence of these conditions. Stair railing shall be rigid.

Individual structural members in a seriously deteriorated condition shall be replaced. Loose jointing of structural members shall be restored to original rigidity.

15. Exterior Facilities

- (a) Fence and accessory buildings shall be kept in safe, sound, and/or sanitary condition and shall be adequately maintained.
- (b) All new fences shall be either Redwood basket weave, aluminum mesh, galvanized mesh, stone, brick, concrete, or cinder block. The concrete or cinder block may be stuccoed or pargeted in a sand or white finish.
- (c) No new fence shall exceed a height of 6 feet.
- (d) Paved areas adjacent to and related with the structure shall be adequately maintained "free of cracks, holes, and uneven portions."

16. Exterior Finishes

- (a) Exterior wood, metal, brick, asbestos, stucco, stone, and shingled protective surfaces shall be adequately maintained, to insure against the entrance or penetration of moisture to protect from damage by decay, corrosion, insects, and other destructive elements, and to provide reasonable durability.
- (b) Side walls and rear walls if in a deteriorated condition shall be stuccoed in either sand or white finish, or brickite, asbestos or aluminum siding.

17. Exterior Appurtenances

- (a) Decay and weather resistant materials or paint must be used on accessory buildings. Such structures must also be structurally sound, be designed to prevent rodent harborage and be properly maintained or removed from the premises.
- (b) All masonry shall be pointed, cornice boards and eaves replaced as required.

18. Exterior Walls

- (a) Exterior walls shall provide safe and adequate support for the loads placed upon them. Serious defects shall be repaired and cracks effectively sealed.
- (b) Any deficiencies in proper grading or paving adjacent to the building shall be corrected to provide surface drainage away from basement walls.

21. Awnings

Awnings where existing shall be maintained in satisfactory condition by the owner of the awning and shall allow clearance of at least 6 feet from ground level to the lowest point of the awning.

22. Yards

Rear and side yards where they apply shall be adequately maintained.

23. Fire Egress

- (a) In three or more story structures accommodating more than one family, there shall be at least one non-combustible stairway, except that a combustible stairway is acceptable under either of the following conditions:
 - 1) an approved automatic sprinkler system shall be installed in the stair hall and above the stairs on all floors or
 - 2) the stairway shall be enclosed within walls providing not less than an hour fire resistance rating. Door openings in stairway enclosures shall be protected by doors and door frames having not less than 3/4 hour fire resistance rating. Flush-type, solid wood, 1 3/4 inch thick doors are an acceptable alternate. All doors shall be equipped with self-closing devices. No transoms shall be permitted.
- (b) An existing residence less than 6 feet distance from an adjoining building where the exterior walls of both have a combustible finish material, shall have a non-combustible finished material added.

24. Chimneys and Vents

Chimneys and vents shall be structurally safe, durable, smoke-tight and capable of withstanding the action of flue gases.

25. Protection from Rodents, Termites, or Other Infestation

Each dwelling and all exterior appurtenances on the premises shall be adequately protected against rodents, termites, or other vermin infestation. An existing building where found to have defects which will permit the entrance into the structure of rodents, termites, or other vermin shall be corrected by appropriate preventive measures.

26. Preventive Measures

- (a) Openings of pipes or ducts through floors or walls to have tight fitting collars.
- (b) Cracks and crevices in foundations and above ground walls effectively sealed by pointing with mortar, and holes filled with materials appropriate to adjacent work.
- (c) Locating sidewalks, driveways, or other impervious horizontal surfaces flush against the foundation.

19. Interior Facilities

- (a) Each dwelling unit shall have at least 150 square feet of habitable floor area for the first inhabitant and at least 100 square feet for each additional inhabitant; each sleeping room shall have at least 70 square feet for the first inhabitant and at least 50 square feet per additional inhabitant.
- (b) All habitable rooms, except kitchens, shall have natural light, provided by means of windows, glazed doors, or skylights. A glass area of at least 10 percent of floor area shall be provided for new or remodeled rooms or other spaces.
- (c) An acceptable means of natural ventilation shall exist or be provided for all habitable spaces, except that for kitchens and bathrooms, a mechanical system may be substituted. A ventilation area of 4 percent of the floor area of the space shall be provided.
- (d) An interior room not having its own source of natural light and ventilation is acceptable only where the room is adjacent to an outside room which had adequate natural light and ventilation.

20. Kitchens

- (a) In each kitchen there shall be 10 square feet of counter work space and 30 square feet of storage space for eating, drinking, and cooking equipment.
- (b) Mechanical equipment must exist in the form of a stove for cooking food and a refrigerator for the safe storage of food at a temperature less than 50°F. Appliances must be properly installed with all necessary connections for safe, sanitary and efficient operation.
- (c) An electrical outlet shall be provided adjacent or behind the space provided for the refrigeration equipment.
- (d) All surfaces and surrounding wall areas that come in contact with and are susceptible to grease, wear, moisture or water penetration shall be covered with a durable water-proof material of a hard consistency so as to be readily cleanable, maintainable, and capable of repelling moisture and water penetration such as pre-finished, tempered masonite, ceramic tile, approved plastic coated materials, or equals.
- (e) Floors shall be impervious to water and easy to clean, i.e. ceramic tile, linoleum, vinyl asbestos.
- (f) Facilities for artificial light shall be provided so as to give effective illumination throughout.

- (d) Cracked or broken shingles or decayed wood surfaces shall be replaced and joints caulked.
- (e) Appropriate soil poisoning treatment adjacent to foundations and within hollow masonry foundations and treatment of soil in enclosed spaces.

27. Roof Coverings

All roofs shall have a suitable covering free of holes, cracks, or excessively worn surfaces which will prevent the entrance of moisture into the structure and provide reasonable durability.

28. Gutters and Downspouts

Each dwelling shall have a controlled method of disposal of water from roofs where necessary to prevent damage to the property and avoid causing an unsightly appearance of walls and windows where adequate roof overhangs are not provided.

29. Venting

- (a) All fuel burning water heaters shall be connected to a vent leading to the exterior.
- (b) Public hallways and enclosed stairways shall be provided with either natural ventilation (at least 4 percent of floor area) or mechanical ventilation.
- (c) Bathroom ventilation shall be provided either by openable window area of not less than 4 percent of the floor area, mechanical ventilation or with gravity-type ventilator equipped with a wind-driven roof ventilator above roof level.
- (d) Kitchen ventilation shall be provided either by openable window area of not less than 3 percent of the floor area or mechanical ventilation.

EXHIBIT "C"

RESIDENTIAL REGULATIONS AND CONTROLS

	<u>Single-Family Detached Dwelling</u>	<u>Single-Family Semi-Detached Dwelling</u>	<u>Single-Family Attached Dwelling</u>	<u>Multi-Family Duplex Dwelling**</u>	<u>Multi-Family Garden Apartment</u>	<u>Multi-Family High-Rise Apartments</u>
Minimum Lot Width	50'	26'*	16'* 18'	20'	---	---
Minimum Lot Area Sq. Ft.	5,000	2,250 *	1,440 * 1,620	1,800	15,000	15,000
Maximum Building Density ⁽¹⁾	.30	.65 *	.95 ** .80	1.0	.7	1.5
Maximum Lot Coverage	30%	35% *	45%** 45%*	50%	30%	20%
Minimum Set-back	(2)	(2) *	(2)* (2)	(2)	---	---
Minimum Distance between bldgs. (side yards)	(2)	(2) *	---	---	---	---
Maximum Gross Density ⁽³⁾	---	---	---	---	35	60

(1) Floor area ratio - ratio of total area of all floors (except basements and unenclosed porches) to lot area.

(2) These items will be evaluated on the basis of actual proposal at the time of development.

(3) Number of dwelling units divided by the gross land acreage measured up to the center line of abutting street (but not including area more than 30 feet from the property line).

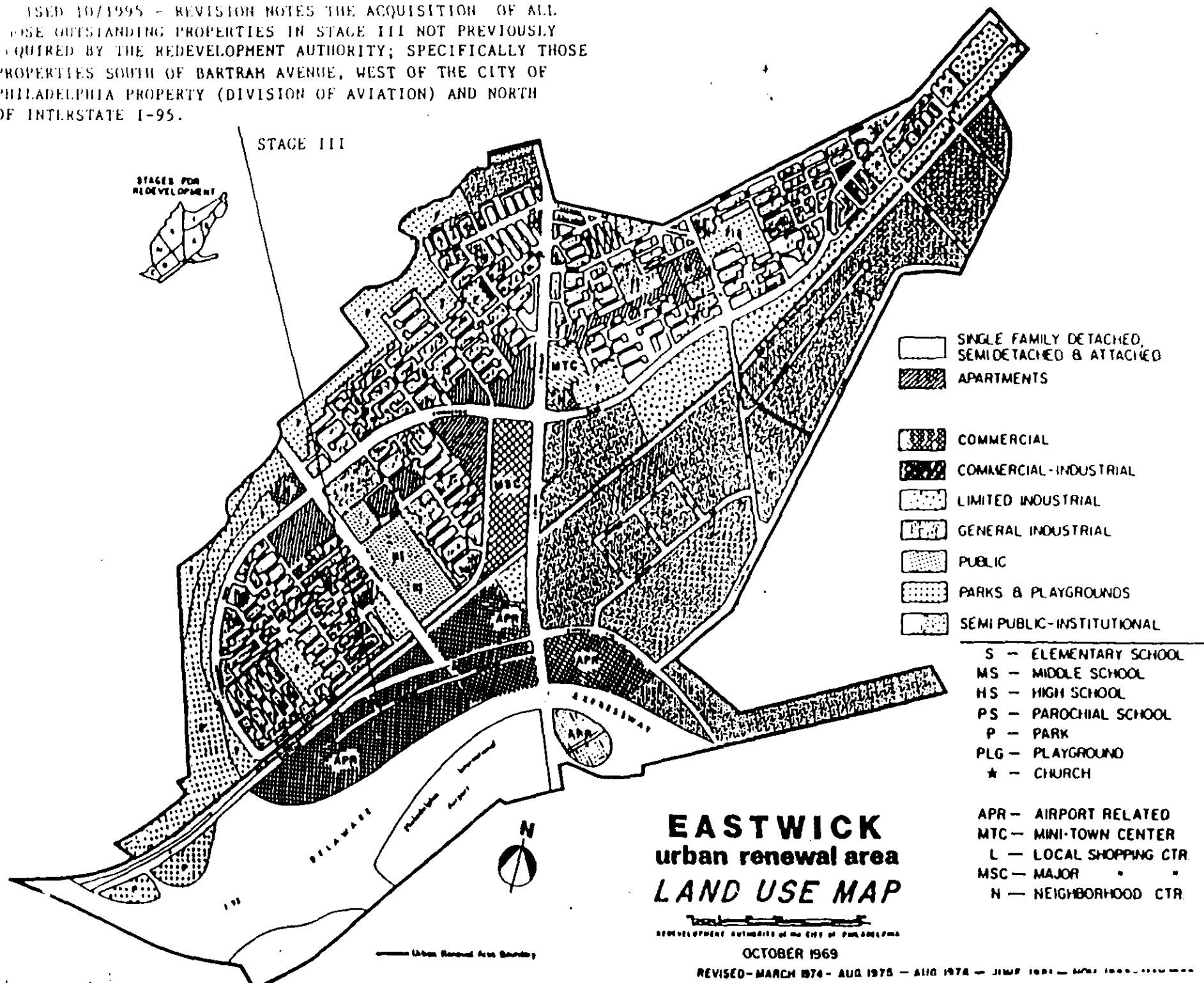
* These standards are permitted when block development includes common or public open space as approved by the Redevelopment Authority and City Planning Commission.

** Row duplexes are to be located in an area bounded by 70th St., Lindbergh Blvd., Island Ave., 76 St., Chelwynde Avenue and Dick's Ave. All other duplex dwellings will be limited to twins or at the end of a row. These locations will be subject to the review and approval of the Redevelopment Authority and City Planning Commission.

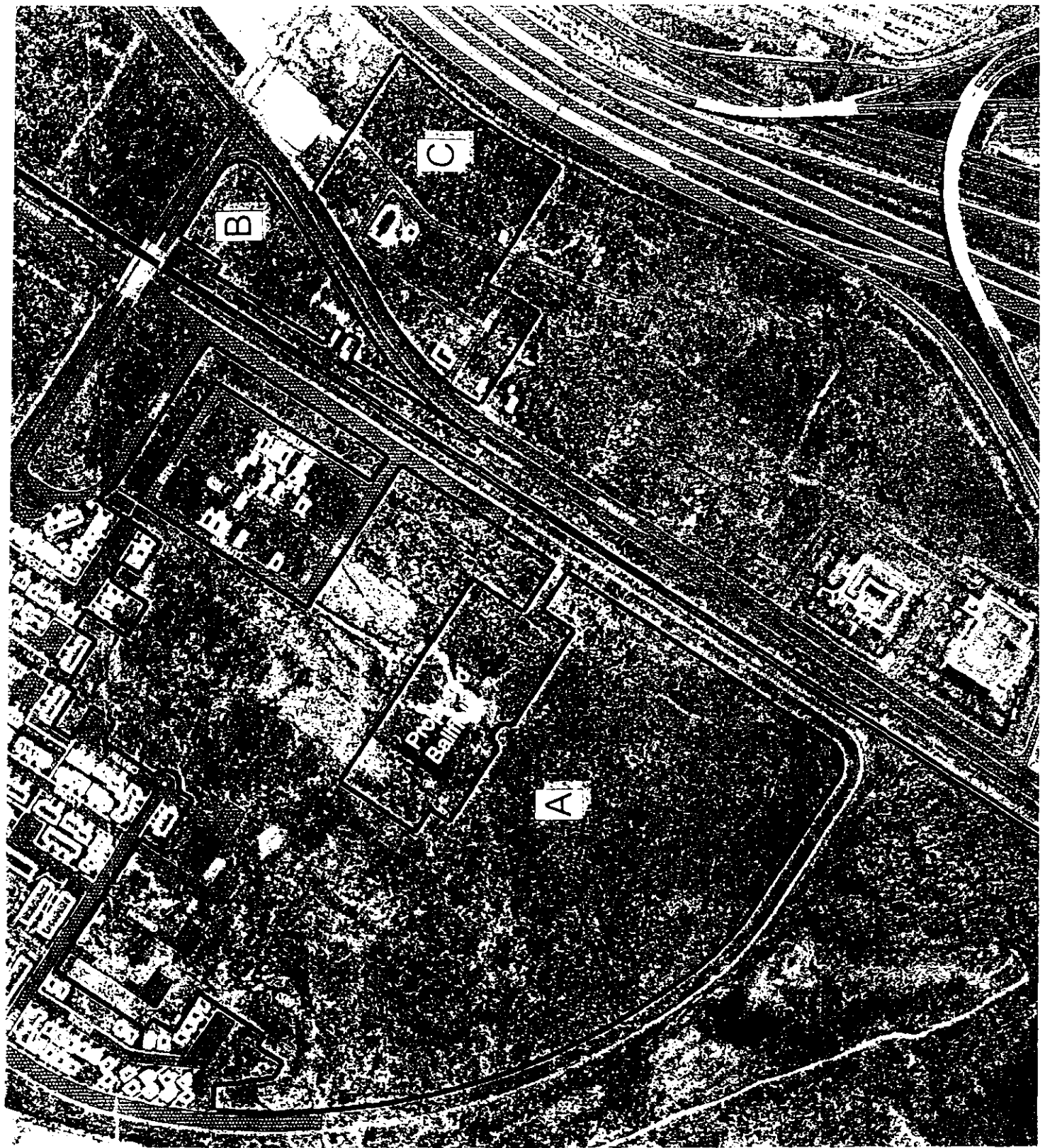
** Maximum building density of 1.06 and a maximum lot coverage of 53 % are allowed for 6 contiguous parcels bounded by Lindbergh Blvd., 74th St., Henslow Place, Peregrine Place, Sanderling Place, Hallard Place and 72nd St. as per site plan approved by City Planning Commission in 10/4/72

Revised January 12, 1973

USED 10/1995 - REVISION NOTES THE ACQUISITION OF ALL
 CASE OUTSTANDING PROPERTIES IN STAGE III NOT PREVIOUSLY
 REQUIRED BY THE REDEVELOPMENT AUTHORITY; SPECIFICALLY THOSE
 PROPERTIES SOUTH OF BARTRAM AVENUE, WEST OF THE CITY OF
 PHILADELPHIA PROPERTY (DIVISION OF AVIATION) AND NORTH
 OF INTERSTATE I-95.



RDA 00206



FOURTH AMENDATORY AGREEMENT
BETWEEN
REDEVELOPMENT AUTHORITY OF THE CITY OF PHILADELPHIA
EASTWICK JOINT VENTURE VI
NEW EASTWICK CORPORATION
AND
PHILADELPHIA AUTHORITY FOR INDUSTRIAL DEVELOPMENT

THIS FOURTH AMENDATORY AGREEMENT, entered into as of this 29th day of May, 1996, by and between the REDEVELOPMENT AUTHORITY OF THE CITY OF PHILADELPHIA, ("Authority"), NEW EASTWICK CORPORATION ("Redeveloper"), EASTWICK JOINT VENTURE VI ("Six") and PHILADELPHIA AUTHORITY FOR INDUSTRIAL DEVELOPMENT ("Assignee").

WITNESSETH THAT:

WHEREAS, Authority and Redeveloper entered into a Redevelopment Agreement dated June 9, 1961 and recorded in the Department of Records of the City of Philadelphia in Deed Book C.A.B. No. 1692, Page 123, for the redevelopment of Stages I, II, III and IV of the Eastwick Urban Renewal Area, ("Project Area"); and

WHEREAS, Authority and Redeveloper entered into a First Amendatory Agreement dated August 17, 1961 and recorded in the Department of Records of the City of Philadelphia in Deed Book C.A.B. No. 1702, Page 302; and

WHEREAS, Authority and Redeveloper entered into a Second Amendatory Agreement dated as of August 18, 1981 and recorded in the Department of Records of the City of Philadelphia in Deed Book , Page ; and

WHEREAS, Authority, Redeveloper and Six entered into another Agreement dated as of June 30, 1988 and recorded in the Department of Records of the City of Philadelphia in Deed Book FHS 1155,

Page 411 whereby a portion of Stage III including Parcel B-1 as hereinafter defined, was assigned to Six under certain terms and conditions; and

WHEREAS, Authority and Redeveloper entered into a Third Amendatory Agreement dated as of June 29, 1993 and recorded in the Department of Records of the City of Philadelphia in Deed Book , Page , (which Redevelopment Agreement, as amended, shall be referred to as the "Agreement"); and

WHEREAS, Redeveloper has undertaken to develop the Project Area, as more particularly defined in the Agreement; and

WHEREAS, in order to promote economic development opportunities and retain and create jobs within the City, the Authority has requested that Redeveloper and Six cooperate with Authority and assist Authority and the City of Philadelphia ("City") in making available for development of the Airport Interplex/PNC Operations Center (the "PNC Project") by Assignee, or its approved nominee, land within New Eastwick Renewal Area ("Project Area"), some of which is now owned by Redeveloper under the Agreement and some of which is subject to Redeveloper's development rights under the Agreement, and

WHEREAS, Authority, Six and Redeveloper wish to preserve the integrity of the urban renewal plan for the Project Area and enhance the remaining portions of the Project Area for redevelopment by the Redeveloper and Six; and

WHEREAS, it is in the interest of Authority and Redeveloper further to amend the Agreement in order better to effectuate the purposes and undertakings of the parties thereto.

NOW, THEREFORE, the parties mutually agree further to amend the Agreement, as follows:

1. Authority hereby consents to the conveyance of Parcel B-1, a six acre tract (6.2014 gross acres) as shown on Exhibit "A" attached hereto and made a part hereof ("Parcel B-1"), by Six to Assignee, or its approved nominee. Six shall convey to Assignee or its approved nominee Parcel B-1 for a consideration not to exceed One Million Seven Hundred Fifty Thousand Dollars (\$1,750,000.00). The Authority approves the consideration for Parcel B-1 and confirms that the sale by Six to Assignee, or its approved nominee, for such consideration does not constitute profit.

2. Redeveloper and Six hereby assign to Assignee, or its approved nominee, all of their rights and obligations as redeveloper, or otherwise, with respect to Parcel B-1. Assignee, or its approved nominee, agrees to assume and perform all of the terms, conditions, requirements, obligations and liabilities contained in the Agreement as to those conditions and requirements pertaining to Parcel B-1 to be conveyed by Six. Upon the sale of Parcel B-1 to the Assignee, or its approved nominee, Redeveloper and Six shall be released from all of their obligations as redeveloper under the Agreement (including the Fine Art requirement) with respect to Parcel B-1.

3. Redeveloper hereby assigns to Assignee, or its approved nominee, all of its rights as Redeveloper, or otherwise, to a certain twenty-four (24) net acres (26.128 gross acres) from Stage III of the Project Area, identified as Parcel B-2 on Exhibit "A" ("Parcel B-2"), under and subject to the terms and conditions of the Agreement. Redeveloper is hereby released from all of its obligations as redeveloper under the Agreement (including the Fine Art requirement) with respect to Parcel B-2.

4. The Authority shall convey title to Parcel B-2, subject to the terms and conditions of the Agreement, to Assignee, or its approved nominee, for a nominal consideration of One Dollar (\$1.00) payable to the Authority.

5. All realty transfer taxes, other recording or similar costs, if any, assessed to Parcel B-1 and Parcel B-2, or this transaction, shall be borne by Assignee, or its approved nominee.

6. The Authority has processed an Eighth Amendment to the Eastwick Redevelopment Proposal ("Eighth Amendment") which provides, inter alia, for the acquisition of certain out-parcels in order to complete the assemblage of Parcels C, D and E in Stage III of the Project Area as such parcels are identified on Exhibit "A". The Eighth Amendment was approved by City Council (Bill No. 1208) and signed by the Mayor on December 28, 1995. The Authority will use its best efforts to acquire these out-parcels in order to complete the assemblage of Parcels C, D and E for conveyance to Redeveloper. Upon acquisition of the out-parcels, the Authority will proceed to incorporate the out-parcels in the Agreement and shall convey same to Redeveloper in accordance with the terms of the Agreement, as amended, and the Pennsylvania Urban Redevelopment Law.

7. Prior to the conveyance of Parcels C, D, and E, the Authority shall perform or cause to be performed in accordance with applicable law, at no additional expense to Redeveloper, the demolition of all existing buildings and structures located on Parcels C, D and E. The Authority shall fill, or cause to be filled, in accordance with all applicable laws, Parcels C, D and E with good clean fill to Bartram Avenue levels within three (3) years from the date of this agreement. "Good Clean Fill" as used herein shall have the following meaning:

- (i) soil, material free from organic matter and any hazardous and/or carcinogenic materials or compounds; and
- (ii) Up to 25% of any fill may consist of masonry walls, concrete pieces, rocks or stones no larger than 10 inches.
- (iii) fill shall be placed in layers not exceeding ten (10) inches in thickness and compacted to 93% of maximum dry density as specified in ASTM D-1557 or 95% of maximum dry density as per ASTM D-698, whichever is applicable.

Redeveloper shall have the option to take title at any time within the three (3) year period of any of Parcels C, D and E that do not require demolition, clearing and fill, and, within the three (3) year period, or thirty (30) days after completion, whichever is later, for any of Parcels C, D and E with respect to which the demolition, clearing and fill has been completed.

8. Authority has requested or shall request the City and the City Planning Commission to process a zoning change to permit "C-3" zoning on Parcels A through E consistent with the Eighth Amendment.

9. (a) Authority, without Redeveloper's incurring any expense therefor, shall conduct a Phase I environmental review and if warranted test for and remediate, or cause the remediation by public agencies of, any environmental contamination in accordance with applicable law all new or existing fill placed or to be placed on Parcels D and E by public entities. Redeveloper shall have the right, but not the obligation, at its sole option, to conduct any or all testing and/or remediation itself at its own expense. If such remediation by Redeveloper is deemed necessary by agreement of the parties or by a Court of competent jurisdiction, or, if requested by Authority to be performed by Redeveloper, Redeveloper shall be entitled, after notice and approval by the Authority, to offset such remediation costs, up to the amount of

the purchase price for Parcels C, D and E as applicable. For purposes of this section, environmental contamination shall mean the presence of hazardous or regulated substances in the fill, as defined under applicable law, at or arising from the Project Area, which requires remediation under any applicable law. The Phase I Environmental Consultant shall provide the specific locations of any testing to be performed. Redeveloper may comment on same based on its planned redevelopment. To the extent remediation may be required under this paragraph 9, it shall be to the same environmental condition as the finished PNC Project site.

(b) Redeveloper shall remediate, if deemed necessary, Parcel C (except for any new fill provided in paragraph 7. which shall be remediated by the Authority). If such remediation by Redeveloper is deemed necessary, after notice and approval by the Authority, Redeveloper shall be entitled to offset such reasonable remediation costs up to the amount of the purchase price for Parcel C.

10. Assignee shall cause the existing central promenade to be extended, without expense to Redeveloper, with funding made available by the City through the City's capital budget (or any other funds available), by causing construction of New Tinicum Boulevard as a public street as shown on Exhibit "A", which construction shall be performed in accordance with applicable technical specifications and standards for a completed street, including sidewalks, street lighting and water and sewer improvements, and extend through to Bartram Avenue. Nothing in this Agreement shall require Authority or Redeveloper to bear the cost of traffic signalization.

11. Assignee shall cause, without cost to Redeveloper, all required utilities to be provided for Parcel A (as said parcel is identified in Exhibit "A"). Assignee shall cooperate in obtaining an engineering design that shall properly accommodate all utilities for the entire Airport Interplex.

12. Assignee shall cooperate with Redeveloper and shall request all other parties that shall be involved in the PNC Project, to cooperate in causing all press releases and other publicity identifying all development on the Project Area, including the PNC Project, as being located at the Airport Interplex. Assignee understands and acknowledges that the promotion of the name "Airport Interplex" is an essential factor in the development of the Project Area.

13. To the extent necessary to accommodate Redeveloper's development of the balance of the Stage III of the Project Area, the Authority, Assignee and/or its approved nominee, will cooperate, to strike from the plan, inconsistent streets, including Tinicum Avenue and South 86th Street.

14. Redeveloper and Six hereby waive all claims, development rights, counsel fees and costs of any and all nature, with respect to Parcels B-1 and B-2. After the date hereof, Redeveloper and Six shall have no rights, title or interest in Parcels B-1 or B-2 or in or under the Agreement as it relates to Parcels B-1 or B-2, and agree that no consent or joinder of Redeveloper or Six shall be necessary for the amendment or termination of the provisions of the Agreement applicable to Parcels B-1 or B-2.

15. Authority hereby releases Redeveloper from any and all development obligations under the Redevelopment Agreement whatsoever pertaining to Parcels B-1 and B-2.

16. The provisions of the Agreement shall be extended until December 31, 2015.

17. Authority shall do all that is necessary to be in a position to deliver good and marketable title and possession of Parcels C, D and E within three (3) years from the date hereof.

18. Assignee will cause the existing private streets, as shown on Exhibit "A", and related utilities to be dedicated to the City and/or applicable public utility companies.

19. As part of the PNC Project, the roadway identified on Exhibit "A" as 88th Street will be constructed by the City and dedicated as a public road.

20. The Authority has established continuing governing controls for the PNC Project substantially similar to those applied to the initial development of the Stage III of the Project Area.

21. Time shall be of the essence of this Agreement.

22. Notwithstanding anything to the contrary contained herein, upon the assignment by Assignee of its rights hereunder to a approved nominee, the nominee shall not be deemed to have assumed or become liable for the performance of Assignee's obligations under the following paragraphs of this Agreement all of which shall remain the responsibility of Assignee: paragraph 10 (with the exception of the obligation to construct sidewalks on land along the southeast side of Tinicum Avenue adjacent to Parcels B-1 and B-2), paragraph 11, paragraph 12, paragraph 13, paragraph 18 and paragraph 19.

23. New Eastwick hereby confirms that Philadelphia Builders Eastwick Corp.'s rights with respect to the parcels referenced in this Fourth Amendatory Agreement have been terminated.

24. This Fourth Amendatory Agreement may be executed in any number of counterparts, each of which shall be an original and all of which together shall constitute one and the same agreement.

25. All other terms and conditions of the Agreement not specifically amended herein shall remain in full force and effect.

IN WITNESS WHEREOF, the Redeveloper, Six and Assignee have caused this Fourth
Amendatory Agreement to be executed by their officers and their respective seals affixed hereto and
attested as of the day and year first above written.

Attest:

Carol L. Dillon
Name: Carol L. Dillon
Title: Assistant Secretary
[Corporate Seal]

Attest:

Carol L. Dillon
Name: Carol L. Dillon
Title: Assistant Secretary
[Corporate Seal]

Attest:

SECRETARY
Name:
Title: SECRETARY
[Corporate Seal]

Attest:

Name:
Title:

[Corporate Seal]

Redeveloper:
New Eastwick Corporation

By: Julian H. Taylor
Name: Julian H. Taylor
Title: Vice President, Treasurer

Sbc
Eastwick Joint Venture VI, a
Pennsylvania Partnership,
By: Bartram Airplex Incorporated., its
general partner

By: Julian H. Taylor
Name: Julian H. Taylor
Title: Vice President, Treasurer

By: Airport Interplex One, Inc., its
general partner

By: CO-PLANNERS
Name:
Title: CO-PLANNERS.

Assignee:
Philadelphia Authority for Industrial
Development

By: _____
Name:
Title:

IN WITNESS WHEREOF, the Redeveloper, Six and Assignee have caused this Fourth Amendatory Agreement to be executed by their officers and their respective seals affixed hereto and attested as of the day and year first above written.

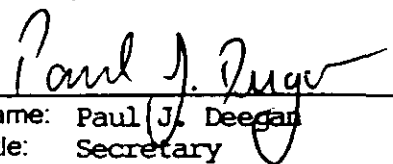
Attest

Name:
Title:

Attest

Name:
Title:

Attest



Name: Paul J. Deegan
Title: Secretary

[Corporate Seal]

Redeveloper:
New Eastwick Corporation

By: _____
Name:
Title:

Six:
Eastwick Joint Venture VI, a
Pennsylvania Partnership,
By: New Eastwick Corporation., its
general partner

By: _____
Name:
Title:

By: The Korman Co., its general partner

Leonard I. Korman, general partner

Assignee:
Philadelphia Authority for Industrial
Development

By: 

Name: James F. McManus
Title: Chairman

IN WITNESS WHEREOF, the Authority has caused this Fourth Amendatory Agreement to be
executed by its proper officers and its respective seal affixed hereto and attested *the 29th* day of *May*
19 *96* A. D.,

Attest

Nicole C. Bower

Name: *Nicole Bower*
Title: *Deputy* EXECUTIVE DIRECTOR
[Corporate Seal]

Authority:
Redevelopment Authority of the City of
Philadelphia

By: *[Signature]*

Name: Noel Eisenstat
Title: Executive Director

Approved as to Legal Form

Redevelopment Authority of the
City of Philadelphia

By: *[Signature]*
Attorney-at-Law

COMMONWEALTH OF VIRGINIA

COUNTY OF HENRICO

SS

**New Eastwick Corporation and
the V.P., Treasurer of**

On the 31 day of May, 1996, before the undersigned, a Notary Public in and for the Commonwealth and County aforesaid, personally appeared Julian H. Taylor who acknowledged himself to be the V.P., Treasurer of Bartram Airplex Incorporated, a Delaware corporation (the "Corporation") which is the general partner of EASTWICK JOINT VENTURE VI, a Pennsylvania partnership (the "Partnership"), and that he as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained as the act and deed of the Corporation as general partner of the Partnership and desired that the same might be recorded as such.

**New Eastwick Corporation and
the act and deed of**

WITNESS my hand and seal the day and year noted above.

Theresa A. Myer
Notary Public

My commission expires: 1/31/97

COMMONWEALTH OF PENNSYLVANIA:

COUNTY OF Bucks

SS

On the 31 day of June, 1996, before the undersigned, a Notary Public in and for the Commonwealth and County aforesaid, personally appeared DEKORAN, LEXCORP who acknowledged himself to be the PRESIDENTS of Airport Interplex One, Inc., a Pennsylvania corporation (the "Corporation") which is the general partner of EASTWICK JOINT VENTURE VI, a Pennsylvania partnership (the "Partnership"), and that he as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained as the act and deed of the Corporation as general partner of the Partnership and desired that the same might be recorded as such.

WITNESS my hand and seal the day and year noted above.

Theresa A. Myer
Notary Public

My commission expires:

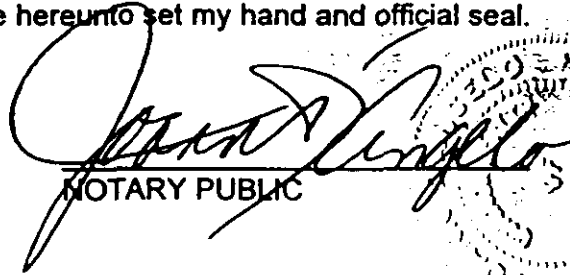
NOTARIAL SEAL
JENNIE T. LANDGRAF, Notary Public
Parsippany Twp., Bucks County
Commission Expires Aug. 30, 1998


RDA 00218

COMMONWEALTH OF PENNSYLVANIA :
: SS
COUNTY OF PHILADELPHIA :

On this 29th day of May, 1996, before me the undersigned officer,
personally appeared James F. McManus who acknowledged himself to be the
Chairman of the Philadelphia Authority for Industrial Development being
authorized to do so, executed the foregoing instrument for the purposes therein contained by
signing the name of Philadelphia Authority for Industrial Development by himself as
Chairman

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.


NOTARY PUBLIC
My Commission expires:




NOTARIAL SEAL
JOANN D'ANGELO, Notary Public
City of Philadelphia, Phila. County
My Commission Expires Dec. 21, 1998

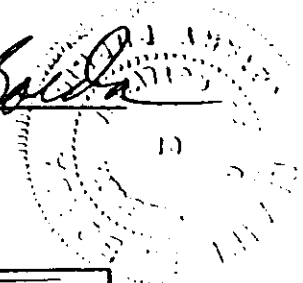
RDA 00219

COMMONWEALTH OF PENNSYLVANIA :
: SS
COUNTY OF PHILADELPHIA :

On this 21st day of May, 1996, before me the undersigned officer, personally appeared Noel Eisenstat who acknowledged himself to be the Executive Director of the Redevelopment Authority of the City of Philadelphia being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of Redevelopment Authority of the City of Philadelphia by himself as Executive Director.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.


NOTARY PUBLIC



My Commission expires:

Notarial Seal Elaine M. Borda, Notary Public Philadelphia, Philadelphia County My Commission Expires March 23, 1998
--

D-12

JURY TRIAL DEMANDED
Assessment of Damages Hearing
Not Required

Served
4.8.85

ALVIN F. DE LEVIE, ESQUIRE
900 Bourse Building
Philadelphia, PA 19106
(215) 238-1230
Attorney I.D. # 23245

ATTORNEY FOR Plaintiffs

1 DAVID J. SMALLS and
VIRGINIA L. SMALLS, h/w
8141 Chelwynde Avenue
Philadelphia, PA 19153

and

2 JAMES CURTIS AYERS and
GWENDOLYNN AYERS, h/w
8032 Mars Place
Philadelphia, PA 19153

and

3 DONALD BAILEY and
LINDA JOYCE BAILEY, h/w
7846 Mercury Place
Philadelphia, PA 19153

COURT OF COMMON PLEAS
DIVISION

APRIL TERM, 1985

No. 633

(Continued)

COMPLAINT

NOTICE

You have been sued in court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this complaint and notice are served, by entering a written appearance personally or by attorney and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the court without further notice for any money claimed in the complaint or for any other claim or relief requested by the plaintiff. You may lose money or property or other rights important to you.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

LAWYER REFERENCE SERVICE
WIDENER BUILDING, SECOND FLOOR
1339 CHESTNUT ST.
PHILADELPHIA, PENNSYLVANIA 19107
686-5698

AVISO

Le han demandado a usted en la corte. Si usted quiere defenderse de estas demandas expuestas en las páginas siguientes, usted tiene veinte (20) días de plazo al partir de la fecha de la demanda y la notificación. Hace falta presentar una comparencia escrita o en persona o con un abogado y entregar a la corte en forma escrita sus defensas o sus objeciones a las demandas en contra de su persona. Sea avisado que si usted no se defiende, la corte tomará medidas y puede continuar la demanda en contra suya sin previo aviso o notificación. Además, la corte puede decidir a favor del demandante y requiere que usted cumpla con todas las provisiones de esta demanda. Usted puede perder dinero o sus propiedades u otros derechos importantes para usted.

LLEVE ESTA DEMANDA A UN ABOGADO INMEDIATAMENTE. SI NO TIENE ABOGADO O SI NO TIENE EL DINERO SUFICIENTE DE PAGAR TAL SERVICIO, VAYA EN PERSONA O LLAME POR TELÉFONO A LA OFICINA CUYA DIRECCIÓN SE ENCUENTRA ESCRITA ABAJO PARA AVERIGUAR DONDE SE PUEDE CONSEGUIR ASISTENCIA LEGAL.

SERVICIO DE REFERENCIA LEGAL
Widener Building, Segundo Piso
1339 Chestnut St.
Filadelfia, Pennsylvania 19107
686-5698

RDA 00221

4 ELOUISE BALDI
8111 Titan Place
Philadelphia, PA 19153

and

5 MICHAEL BANKS and
SHARON BANKS, h/w
8000 Mars Place
Philadelphia, PA 19153

and

6 ALFRED BONVINI and
ADELAIDE BONVINI, h/w
7837 Mercury Place
Philadelphia, PA 19153

and

7 MARIA BURRELL
2605 South 83rd Street
Philadelphia, PA 19153

and

8 JOHN W. CALBAZANA and
NORA CALBAZANA, h/w
8053 Mars Place
Philadelphia, PA 19153

and

9 REUBIEN S. CHERRY
8045 Mars Place
Philadelphia, PA 19153

and

10 MELVIN COOPER and
ORALEE COOPER, h/w
8118 Angelo Place
Philadelphia, PA 19153

and

11 JAMES N. COTHRAN and
JEWEL COTHRAN, h/w
7842 Mercury Place
Philadelphia, PA 19153

	and	:
		:
12	CHARLES A. CUMMINGS and	:
	JANE CUMMINGS, h/w	:
	8227 Chelwynde Avenue	:
	Philadelphia, PA 19153	:
		:
	and	:
		:
13	THOMAS J. DARBY, JR. and	:
	SHELLEY DARBY, h/w	:
	8051 Buist Avenue	:
	Philadelphia, PA 19153	:
		:
	and	:
		:
14	CARLTON DENNIS and	:
	LINDA DENNIS, h/w	:
	8139 Chelwynde Avenue	:
	Philadelphia, PA 19153	:
		:
	and	:
		:
15	JOHN LEE DOUGHTY, JR. and	:
	ROBINA DOUGHTY, h/w	:
	8118 Buist Avenue	:
	Philadelphia, PA 19153	:
		:
	and	:
		:
16	MARC DRAPER	:
	8116 Chelwynde Avenue	:
	Philadelphia, PA 19153	:
		:
	and	:
		:
17	FOSTER DRYE	:
	8110 Chelwynde Avenue	:
	Philadelphia, PA 19153	:
		:
	and	:
		:
18	VINCENT JOHN GERACI	:
	8135 Buist Avenue	:
	Philadelphia, PA 19153	:
		:
	and	:

19 NORMAN J. LANE, II and
CAROLYN A. GRAVES
2615 South 83rd Street
Philadelphia, PA 19153

and

20 ARTHUR GREEN and
JANICE GREEN, h/w
7933 Buist Avenue
Philadelphia, PA 19153

and

21 SAMUEL J. GULLETT and
ALFREDA GULLETT, h/w
7806 Mercury Place
Philadelphia, PA 19153

and

22 CURTIS HALL and
FRANCES HALL, h/w
8061 Mars Place
Philadelphia, PA 19153

and

23 KENNETH HARRIS, JR. and
CAROL HARRIS, h/w
7830 Mercury Place
Philadelphia, PA 19153

and

24 WILLIAM BOLTS and
DELORES BOLTS, h/w
8220 Chelwynde Avenue
Philadelphia, PA 19153

and

25 URLENE JACKSON
346 Glendale Avenue, NE
Atlanta, Georgia 30307

and

26 BOYD JAMES and
GWENDOLYN JAMES, h/w
8120 Chelwynde Avenue
Philadelphia, PA 19153

and

27 GARLAND JOENSON and
SHARI L. JOENSON, h/w
8116 Angelo Place
Philadelphia, PA 19153

and

28 JOSEPH KOGER and
CELESTINE KOGER, h/w
7928 Mars Place
Philadelphia, PA 19153

and

29 MARTIN LEE, SR. and
DEBORAH LEE, h/w
7932 Mars Place
Philadelphia, PA 19153

and

30 HAROLD LLOYD and
SARA LLOYD, h/w
7850 Saturn Place
Philadelphia, PA 19153

and

31 PRICE MATHIS and
AMANDA MATHIS, h/w
8135 Chelwynde Avenue
Philadelphia, PA 19153

and

32 PATRICIA N. MAUNEY
8125 Buist Avenue
Philadelphia, PA 19153

and

33 NATHEDUS MOORE and
BARBARA MOORE, h/w
7826 Mercury Place
Philadelphia, PA 19153

and

34 GWYNNE MOSES
8214 Chelwynde Avenue
Philadelphia, PA 19153

and

35 JUANITA NORWOOD
7915 Buist Avenue
Philadelphia, PA 19153

and

36 EMMANUEL J. NSIEN
7805 Buist Avenue
Philadelphia, PA 19153

and

37 SAMUEL M. OKANE and
MARY ESTHER OKANE, h/w
7837 Venus Place
Philadelphia, PA 19153

and

38 TAFT POWELL and
MAGGIE POWELL, h/w
7832 Centaur Place
Philadelphia, PA 19153

and

39 W. J. PRINGLE
8145 Chelwynde Avenue
Philadelphia, PA 19153

and

40 CLARA RETTICK
8005 Mars Place
Philadelphia, PA 19153

and

56 and
CLARA BROWN
8207 Chelwynde Avenue
Philadelphia, PA 19153

57 and
HARVEY CAMPBELL, JR. and
SARAH CAMPBELL, h/w
7836 Saturn Place
Philadelphia, PA 19153

58 and
JACKIE CANNON
8103 Titan Place
Philadelphia, PA 19153

59 and
WILLIAM CARTER
2622 South 80th Street
Philadelphia, PA 19153

60 and
ARNOLD CHANDLER and
TYRA CHANDLER, h/w
7813 Venus Place
Philadelphia, PA 19153

61 and
ERNEST CLEVELAND and
WINIFRED CLEVELAND, h/w
7862 Saturn Place
Philadelphia, PA 19153

62 and
LISA GREGG
7818 Mercury Place
Philadelphia, PA 19153

and

63 KENNETH HARPER and
EVELYN HARPER, h/w
8208 Chelwynde Avenue
Philadelphia, PA 19153

and

64 EUGENE HARRISON
8055 Mars Place
Philadelphia, PA 19153

and

65 JEANNE JOYNES
7840 Mercury Place
Philadelphia, PA 19153

and

66 CURTIS L. MACK
7838 Venus Place
Philadelphia, PA 19153

and

67 ESKRIGE MAGNESS and
VICTORIA MAGNESS, h/w
8120 Buist Avenue
Philadelphia, PA 19153

and

68 HARVEY MOAT
8101 Titan Place
Philadelphia, PA 19153

and

69 JANET R. ROBINSON
7900 Mars Place
Philadelphia, PA 19153

and

70 ANTHONY SQUIRREL and
MYRA SQUIRREL
7864 Saturn Place
Philadelphia, PA 19153

and

71 ALFRED SPINNER and
BEVERLY SPINNER, h/w
8133 Buist Avenue
Philadelphia, PA 19153

and

72 CHRISTINE TAYLOR
7901 Mars Place
Philadelphia, PA 19153

and

73 ESSIE WESLEY
8200 Chelwynde Avenue
Philadelphia, PA 19153

and

74 ARTHUR WOOD
8014 Buist Avenue
Philadelphia, PA 19153

and

75 ROBERT WRIGHT and
BROBBIE WRIGHT
8206 Chelwynde Avenue
Philadelphia, PA 19153

and

76 WILLIAM BOYER, JR. and
BESSIE BOYER, h/w
8115 Verneer Place
Philadelphia, PA 19153

and

77 CONNIE HAWKINS
8111 Angelo Place
Philadelphia, PA 19153

and

78 PAULA SHOWELL
8101 Angelo Place
Philadelphia, PA 19153

and
ERNEST THOMAS and
VALERIE THOMAS
8120 Angelo Place
Philadelphia, PA 19153

and
QUEEN WILLIAMS
8124 Angelo Place
Philadelphia, PA 19153

and
GENE KABAULELIO
8138 Chelwynde Avenue
Philadelphia, PA 19153

Plaintiffs

v.

THE KORMAN CORPORATION
2757 South 86th Street
Philadelphia, PA 19153

and
REDEVELOPMENT AUTHORITY OF THE
CITY OF PHILADELPHIA
1234 Market Street
Philadelphia, PA 19107

and
CLEARVIEW LAND DEVELOPMENT CORP.
83rd Street and Buist Avenue
Philadelphia, PA 19153

and
RICHARD BELLER
83rd Street and Buist Avenue
Philadelphia, PA 19153

and
THE CITY OF PHILADELPHIA
15th FLOOR MUNICIPAL SERVICES BLDG
PHILADELPHIA, PENNA. 19102

and

CITYWIDE SERVICES, INC.
83rd Street and Buist Avenue
Philadelphia, PA 19153

and

ROMA ASSOCIATES, INC.
83rd Street and Buist Avenue
Philadelphia, PA 19153

and

EDWARD HELLER
10180 Bay Harbor Drive
N. Miami, Florida

and

PASQUALE DELORENZO
t/a DELORENZO TWIN COUNTY
DISPOSAL CO.
60 Miami Drive
Trenton, NJ 08610

and

GRAVES RESOURCE MANAGEMENT
Route 1, P.O. Box 7107A
Glassboro, NJ 08025

and

DELAWARE COUNTY
Delaware County Courthouse
Media, PA 19063

and

JOHN A. DOE CORP., JOHN B. DOE
CORP., JOHN C. DOE CORP, JOHN D.
DOE CORP, AND JOHN E. DOE CORP.,

Defendants

COMPLAINT

1. David Smalls and Virginia Smalls are citizens and residents of the Commonwealth of Pennsylvania residing therein at the address set forth in the caption above; the within plaintiffs purchased their aforesaid residence on June 15, 1978 from the New Eastwick Corporation, by The Korman Corporation, (hereinafter referred to as "Korman") for the sum of \$32,580.00.

2. James Curtiss Ayers and Gwendolynn Ayers are citizens and residents of the Commonwealth of Pennsylvania residing therein at the address set forth in the caption above; the within plaintiffs purchased their aforesaid residence on October 1, 1976 from Korman for the sum of \$30,300.00.

3. Elouise Baldi is an individual citizen and resident of the Commonwealth of Pennsylvania residing therein at the address set forth in the caption above; the within plaintiff purchased her aforesaid residence on December 22, 1977 from Korman for the sum of \$31,990.00.

4. Donald Baily and Linda Joyce Baily are citizens and residents of the Commonwealth of Pennsylvania residing therein at the address set forth in the caption above; the within plaintiffs purchased their aforesaid residence on November 14, 1975 from Korman for the sum of \$32,700.00.

5. Michael Banks and Sharon Banks are citizens and residents of the Commonwealth of Pennsylvania residing therein at the address

set forth in the caption above; the within plaintiffs purchased their aforesaid residence in July, 1978 from Korman for the sum of \$42,900.00

6. Alfred Bonvini and Adelaide Bonvini are citizens and residents of the Commonwealth of Pennsylvania residing therein at the address set forth in the caption above; the within plaintiffs purchased their aforesaid residence on May 1, 1975 from Korman for the sum of \$30,600.00.

7. Maria Burrell is an individual citizen and resident of the Commonwealth of Pennsylvania residing therein at the address set forth in the caption above; the within plaintiff purchased her aforesaid residence on April 12, 1979 from Korman for the sum of \$38,500.00

8. John W. Calbazana and Nora Calbazana are citizens and residents of the Commonwealth of Pennsylvania residing therein at the address set forth in the caption above; the within plaintiffs purchased their aforesaid residence in August, 1977 from Korman for the sum of \$33,090.00.

9. Reubien S. Cherry is an individual citizen and resident of the Commonwealth of Pennsylvania residing therein at the address set forth in the caption above the within plaintiff purchased his aforesaid residence on November 19, 1977 from Korman for the sum of \$33,000.00.

10. Melvin Cooper and Oralee Cooper are citizens and residents of the Commonwealth of Pennsylvania residing therein at the

address set forth in the caption above; the within plaintiffs purchased their aforesaid residence on August 27, 1982 from Korman for the sum of \$68,000.00.

11. James N. Cothran and Jewel Cothran are citizens and residents of the Commonwealth of Pennsylvania residing therein at the address set forth in the caption above; the within plaintiffs purchased their aforesaid residence on July 8, 1976 from Korman for the sum of \$34,240.00.

12. Charles Cummings and Jane Cummings are citizens and residents of the Commonwealth of Pennsylvania residing therein at the address set forth in the caption above; the within plaintiffs purchased their aforesaid residence on March 2, 1979 from Korman for the sum of \$45,490.00.

13. Thomas J. Darby, Jr. and Shelley Darby are citizens and residents of the Commonwealth of Pennsylvania residing therein at the address set forth in the caption above; the within plaintiffs purchased their aforesaid residence in November, 1976 from Korman for the sum of \$32,500.00.

14. Carlton Dennis and Linda Dennis are citizens and residents of the Commonwealth of Pennsylvania residing therein at the address set forth in the caption above; the within plaintiffs purchased their aforesaid residence March 31, 1978 from Korman for the sum of \$32,440.00.

15. John Lee Doughty, Jr. and Robina Doughty are citizens and residents of the Commonwealth of Pennsylvania residing therein at

the address set forth in the caption above; the within plaintiffs purchased their aforesaid residence on August 23, 1979 from Korman for the sum of \$41,805.00.

16. Marc Draper is an individual citizen and resident of the Commonwealth of Pennsylvania residing therein at the address set forth in the caption above; the within plaintiff purchased his aforesaid residence in 1970 from Korman for the sum of \$34,000.00.

17. Foster Drye is an individual citizen and resident of the Commonwealth of Pennsylvania residing therein at the address set forth in the caption above; the within plaintiff purchased his aforesaid residence in 1977 from Korman for the sum of \$34,000.00.

18. Vincent John Geraci is an individual citizen and resident of the Commonwealth of Pennsylvania residing therein at the address set forth in the caption above; the within plaintiff purchased his aforesaid residence on November 9, 1979 from Korman for the sum of \$49,130.00.

19. William Holts and Delores Holts are citizens and residents of the Commonwealth of Pennsylvania residing therein at the address set forth in the caption above; the within plaintiffs purchased their aforesaid residence in September, 1979 from Korman for the sum of \$44,215.00.

20. Norman J. Lane, II and Carolyn A. Graves are citizens and residents of the Commonwealth of Pennsylvania residing therein at the address set forth in the caption above; the within plaintiffs

purchased their aforesaid residence on November 5, 1979 from Korman for the sum of \$45,900.00.

21. Arthur Green and Janice Green are citizens and residents of the Commonwealth of Pennsylvania residing therein at the address set forth in the caption above; the within plaintiffs purchased their aforesaid residence on September 21, 1979 from Korman for the sum of \$36,000.00.

22. Samuel J. Gullett and Alfreda Gullett are citizens and residents of the Commonwealth of Pennsylvania residing therein at the address set forth in the caption above; the within plaintiffs purchased their aforesaid residence on September 19, 1975 from Korman for the sum of \$30,000.00.

23. Curtis Hall and Frances Hall are citizens and residents of the Commonwealth of Pennsylvania residing therein at the address set forth in the caption above; the within plaintiffs purchased their aforesaid residence in July, 1976 from Korman for the sum of \$34,990.00.

24. Kenneth Harris, Jr. and Carol Harris are citizens and residents of the Commonwealth of Pennsylvania residing therein at the address set forth in the caption above; the within plaintiffs purchased their aforesaid residence on September 15, 1975 from Korman for the sum of \$31,100.00.

25. Urlene Jackson is an individual citizen and resident of the State of Georgia residing therein at the address set forth in the caption above; on September 4, 1979, the within plaintiff purchased a

residence located at 8116 Buist Avenue, Philadelphia, PA 19153 from Korman for the sum of \$42,065.00.

26. Boyd James and Gwendolyn James are citizens and residents of the Commonwealth of Pennsylvania residing therein at the address set forth in the caption above; the within plaintiffs purchased their aforesaid residence in June, 1979 from Korman for the sum of \$39,000.00.

27. Garland Johnson and Shari L. Johnson are citizens and residents of the Commonwealth of Pennsylvania residing therein at the address set forth in the caption above; the within plaintiffs purchased their aforesaid residence on December 28, 1981 from Korman for the sum of \$67,990.00.

28. Joseph Koger and Celestine Koger are citizens and residents of the Commonwealth of Pennsylvania residing therein at the address set forth in the caption above; the within plaintiffs purchased their aforesaid residence in November, 1978 from Korman for the sum of \$39,990.00.

29. Martin Lee, Sr. and Deborah Lee are citizens and residents of the Commonwealth of Pennsylvania residing therein at the address set forth in the caption above; the within plaintiffs purchased their aforesaid residence in November, 1978 from Korman for the sum of \$40,990.00.

30. Harold Lloyd and Sara Lloyd are citizens and residents of the Commonwealth of Pennsylvania residing therein at the address set forth in the caption above; the within plaintiffs purchased their

aforesaid residence on December 15, 1973 from Korman for the sum of \$25,590.00.

31. Price Mathis and Amanda Mathis are citizens and residents of the Commonwealth of Pennsylvania residing therein at the address set forth in the caption above; the within plaintiffs purchased their aforesaid residence on May 19, 1980 from Korman for the sum of \$52,000.00.

32. Patricia N. Mauney is an individual citizen and resident of the Commonwealth of Pennsylvania residing therein at the address set forth in the caption above; the within plaintiff purchased his aforesaid residence on November 28, 1979 from Korman for the sum of \$48,620.00.

33. Nathedus Moore and Barbara Moore are citizens and residents of the Commonwealth of Pennsylvania residing therein at the address set forth in the caption above; the within plaintiffs purchased their aforesaid residence on September 15, 1975 from Korman for the sum of \$31,900.00.

34. Gwynne Moses is an individual citizen and resident of the Commonwealth of Pennsylvania residing therein at the address set forth in the caption above; the within plaintiff purchased her aforesaid residence in October, 1978 from Korman for the sum of \$35,000.00.

35. Juanita Norwood is an individual citizen and resident of the Commonwealth of Pennsylvania residing therein at the address set forth in the caption above; the within plaintiff purchased her

aforesaid residence in August, 1975 from Korman for the sum of \$34,000.00.

36. Emmanuel J. Nsien is an individual citizen and resident of the Commonwealth of Pennsylvania residing therein at the address set forth in the caption above; the within plaintiff purchased his aforesaid residence in December, 1975 from Korman for the sum of \$33,000.00.

37. Samuel M. Okane and Mary Esther Okane are citizens and residents of the Commonwealth of Pennsylvania residing therein at the address set forth in the caption above; the within plaintiffs purchased their aforesaid residence in March, 1974 from Korman for the sum of \$31,500.00.

38. Taft Powell and Maggie Powell are citizens and residents of the Commonwealth of Pennsylvania residing therein at the address set forth in the caption above; the within plaintiffs purchased their aforesaid residence in March, 1970 from Korman for the sum of \$19,060.00.

39. W. J. Pringle is an individual citizen and resident of the Commonwealth of Pennsylvania residing therein at the address set forth in the caption above; the within plaintiff purchased his aforesaid residence in July, 1978 from Korman for the sum of \$38,500.00.

40. Clara Rettick is an individual citizen and resident of the Commonwealth of Pennsylvania residing therein at the address set forth in the caption above; the within plaintiff purchased her aforesaid residence in November, 1978 from Korman for the sum of \$42,500.00.

41. John Reid and Elizabeth Reid are citizens and residents of the Commonwealth of Pennsylvania residing therein at the address set forth in the caption above; the within plaintiffs purchased their aforesaid residence on July 11, 1980 from Korman for the sum of \$59,305.00.

42. Geraldine Richardson is an individual citizen and resident of the Commonwealth of Pennsylvania residing therein at the address set forth in the caption above; the within plaintiff purchased her aforesaid residence on January 4, 1978 from Korman for the sum of \$31,880.00.

43. Maurice Robinson and Yvonne Robinson are citizens and residents of the Commonwealth of Pennsylvania residing therein at the address set forth in the caption above; the within plaintiffs purchased their aforesaid residence in August, 1980 from Korman for the sum of \$51,000.00.

44. Jacqueline Scott is an individual citizen and resident of the Commonwealth of Pennsylvania residing therein at the address set forth in the caption above; the within plaintiff purchased her aforesaid residence in October, 1977 from Korman for the sum of \$30,990.00.

45. Dorothy M. Seidle and Vincent Porcellini are citizens and residents of the Commonwealth of Pennsylvania residing therein at the address set forth in the caption above; the within plaintiffs purchased their aforesaid residence in October, 1978 from Korman for the sum of \$32,990.00.

46. Bruce Smith and Creda Smith are citizens and residents of the Commonwealth of Pennsylvania residing therein at the address set forth in the caption above; the within plaintiffs purchased their aforesaid residence in May, 1977 from Korman for the sum of \$34,000.00.

47. Wendall Stamps and Andrea Stamps are citizens and residents of the Commonwealth of Pennsylvania residing therein at the address set forth in the caption above; the within plaintiffs purchased their aforesaid residence on September 20, 1973 from Korman for the sum of \$23,000.00.

48. John B. Stroud and Carol Stroud are citizens and residents of the Commonwealth of Pennsylvania residing therein at the address set forth in the caption above; the within plaintiffs purchased their aforesaid residence on June 10, 1974 from Korman for the sum of \$27,215.00.

49. Dorothy Sydnar is an individual citizen and resident of the Commonwealth of Pennsylvania residing therein at the address set forth in the caption above; the within plaintiff purchased her aforesaid residence in October, 1978 from Korman for the sum of \$38,000.00.

50. Walter H. Tate and Barbara Tate are citizens and residents of the Commonwealth of Pennsylvania residing therein at the address set forth in the caption above; the within plaintiffs purchased their aforesaid residence on November 9, 1979 from Korman for the sum of \$48,100.00.

51. John C. Terry, Jr. and Anna Irene Terry are citizens and residents of the Commonwealth of Pennsylvania residing therein at the address set forth in the caption above; the within plaintiffs purchased their aforesaid residence on August 30, 1979 from Korman for the sum of \$41,905.00.

52. Willie Mae Washington is an individual citizen and resident of the Commonwealth of Pennsylvania residing therein at the address set forth in the caption above; the within plaintiff purchased her residence in December, 1975 from Korman for the sum of \$31,040.00.

53. Charles Williams and Valerie Williams are citizens and residents of the Commonwealth of Pennsylvania residing therein at the address set forth in the caption above; the within plaintiffs purchased their aforesaid residence on September 18, 1981 from Korman for the sum of \$67,990.00.

54. Deloris Williamson is an individual citizen and resident of the Commonwealth of Pennsylvania residing therein at the address set forth in the caption above; the within plaintiff purchased her aforesaid residence December 29, 1975 from Korman for the sum of \$33,000.00.

55. The individuals named in paragraphs 1 through 54 will be hereafter referred to as "Class I" plaintiffs.

56. Lloyd Bergman and Ella Ray are citizens and residents of the Commonwealth of Pennsylvania residing therein at the address set forth in the caption above; in November, 1982, the within plaintiffs purchased the aforesaid residence from a private individual for the sum of \$39,000.00, which residence was initially built and sold by defendant Korman.

57. Clara Brown is a citizen and resident of the Commonwealth of Pennsylvania residing therein at the address set forth in the caption above; in December, 1983, the within plaintiff acquired the aforesaid residence from a private individual, which residence was initially built and sold by defendant Korman.

58. Harvey Campbell, Jr. and Sarah Campbell are citizens and residents of the Commonwealth of Pennsylvania residing therein at the address set forth in the caption above; on April 1, 1980, the within plaintiffs purchased the aforesaid residence from a private individual for the sum of \$36,500.00, which residence was initially built and sold by defendant Korman.

59. Jackie Cannon is an individual citizen and resident of the Commonwealth of Pennsylvania residing therein at the address set forth in the caption above; in June, 1983, the within plaintiff purchased the aforesaid residence from a private individual for the sum of \$50,000.00, which residence was initially built and sold by defendant Korman.

60. William Carter is an individual citizen and resident of the Commonwealth of Pennsylvania residing therein at the address set forth in the caption above; in June, 1981, the within plaintiff purchased the aforesaid residence from a private individual for the sum of \$35,500.00, which residence was initially built and sold by defendant Korman.

61. Arnold Chandler and Tyra Chandler are citizens and residents of the Commonwealth of Pennsylvania residing therein at the address set forth in the caption above; on July 19, 1978, the within plaintiffs purchased the aforesaid residence from a private individual for the sum of \$31,500.00, which residence was initially built and sold by defendant Korman.

62. Ernest Cleveland and Winifred Cleveland are citizens and residents of the Commonwealth of Pennsylvania residing therein at the address set forth in the caption above; on June 27, 1978, the within plaintiffs purchased the aforesaid residence from a private individual for the sum of \$35,000.00, which residence was initially built and sold by defendant Korman.

63. Lisa Gregg is an individual citizen and resident of the Commonwealth of Pennsylvania residing therein at the address set forth in the caption above; on April 21, 1984, the within plaintiff purchased the aforesaid residence from a private individual for the sum of \$41,800.00, which residence was initially built and sold by defendant Korman.

64. Kenneth Harper and Evelyn Harper are citizens and residents of the Commonwealth of Pennsylvania residing therein at the address set forth in the caption above; on December 21, 1984, the within plaintiffs purchased the aforesaid residence from a private individual for the sum of \$42,000.00, which residence was initially built and sold by defendant Korman.

65. Eugene Harrison is an individual citizen and resident of the Commonwealth of Pennsylvania residing therein at the address set forth in the caption above; on November 1, 1977, the within plaintiff purchased the aforesaid residence from a private individual for the sum of \$33,000.00, which residence was initially built and sold by defendant Korman.

66. Jeanne Joynes is an individual citizen and resident of the Commonwealth of Pennsylvania residing therein at the address set forth in the caption above; in November, 1980, the within plaintiff purchased the aforesaid residence from a private individual for the sum of \$38,000.00, which residence was initially built and sold by defendant Korman.

67. Curtis L. Mack is an individual citizen and resident of the Commonwealth of Pennsylvania residing therein at the address set forth in the caption above; on February 13, 1981, the within plaintiff purchased the aforesaid residence from a private individual for the sum of \$39,000.00, which residence was initially built and sold by defendant Korman.

68. Eskrige Magness and Victoria Magness are citizens and residents of the Commonwealth of Pennsylvania residing therein at the address set forth in the caption above; in June, 1984, the within plaintiffs purchased the aforesaid residence from a private individual for the sum of \$45,000.00, which residence was initially built and sold by defendant Korman.

69. Harvey Moat is a citizen and resident of the Commonwealth of Pennsylvania residing therein at the address set forth in the caption above; in August, 1983, the within plaintiff purchased the aforesaid residence from a private individual for the sum of \$36,100.00, which residence was initially built and sold by defendant Korman.

70. Janet R. Robinson is a citizen and resident of the Commonwealth of Pennsylvania residing therein at the address set forth in the caption above; in October, 1982, the within plaintiff purchased the aforesaid residence from a private individual for the sum of \$47,000.00, which residence was initially built and sold by defendant Korman.

71. Alfred Spinner and Beverly Spinner are citizens and residents of the Commonwealth of Pennsylvania residing therein at the address set forth in the caption above; in November, 1984, the within plaintiffs purchased the aforesaid residence from a private individual for the sum of \$45,000.00, which residence was initially built and sold by defendant Korman.

72. Anthony Squirrel and Myra Squirrel are citizens and residents of the Commonwealth of Pennsylvania residing therein at the address set forth in the caption above; in November, 1979, the within plaintiffs purchased the aforesaid residence from a private individual for the sum of \$31,000.00, which residence was initially built and sold by defendant Korman.

73. Christine Taylor is a citizen and resident of the Commonwealth of Pennsylvania residing therein at the address set forth in the caption above; in October, 1979, the within plaintiff purchased the aforesaid residence from a private individual for the sum of \$37,500.00, which residence was initially built and sold by defendant Korman.

74. Essie Wesley is a citizen and resident of the Commonwealth of Pennsylvania residing therein at the address set forth in the caption above; on October 31, 1984, the within plaintiff purchased the aforesaid residence from a private individual for the sum of \$45,000.00, which residence was initially built and sold by defendant Korman.

75. Arthur Wood is a citizen and resident of the Commonwealth of Pennsylvania residing therein at the address set forth in the caption above; in September, 1977, the within plaintiff purchased the aforesaid residence from a private individual for the sum of \$23,900.00, which residence was initially built and sold by defendant Korman.

76. Robert Wright and Brobbie Wright are citizens and residents of the Commonwealth of Pennsylvania residing therein at the address set forth in the caption above; on October 13, 1981, the within plaintiffs purchased the aforesaid residence from a private individual for the sum of \$48,000.00, which residence was initially built and sold by defendant Korman.

77. The individuals named in paragraphs 56 through 76 will be hereafter referred to as Class II plaintiffs.

78. William P. Boyer, Jr. and Bessie Boyer are citizens and residents of the Commonwealth of Pennsylvania residing therein at the address set forth in the caption above; in April, 1984, the within plaintiffs entered into a "householder" agreement with defendant Korman Corporation whereby they would rent the aforesaid premises for the sum of \$580.00 per month. Thereafter, if the within plaintiffs decided to purchase the residence, they would receive credit for monies paid to defendant Korman; in addition, plaintiffs paid Korman a deposit toward the purchase price of the residence.

79. Connie Hawkins is a citizen and resident of the Commonwealth of Pennsylvania residing therein at the address set forth in the caption above; in September, 1981, the within plaintiff entered into a "householder" agreement with defendant Korman Corporation whereby she would rent the aforesaid premises for the sum of \$500.00 per month. Thereafter, if the within plaintiff decided to purchase the residence, she would receive credit for monies paid to defendant

Korman; in addition, plaintiff paid Korman a deposit toward the purchase price of the residence.

80. Ella Parks is a citizen and resident of the Commonwealth of Pennsylvania residing therein at the address set forth in the caption above; in September, 1981, the within plaintiff entered into a "householder" agreement with defendant Korman Corporation whereby she would rent the aforesaid premises for the sum of \$500.00 per month. Thereafter, if the within plaintiff decided to purchase the residence, she would receive credit for monies paid to defendant Korman; in addition, plaintiff paid Korman a deposit toward the purchase price of the residence.

81. Paula Showell is a citizen and resident of the Commonwealth of Pennsylvania residing therein at the address set forth in the caption above; in March, 1984, the within plaintiff entered into a "householder" agreement with defendant Korman Corporation whereby they would rent the aforesaid premises for the sum of \$675.00 per month. Thereafter, if the within plaintiff decided to purchase the residence, she would receive credit for monies paid to defendant Korman; in addition, plaintiff paid Korman a deposit toward the purchase price of the residence.

82. Ernest Thomas and Valerie Thomas are citizens and residents of the Commonwealth of Pennsylvania residing therein at the address set forth in the caption above; on June 1, 1984, the within plaintiffs entered into a "householder" agreement with defendant Korman Corporation whereby they would rent the aforesaid premises for

the sum of \$650.00 per month. Thereafter, if the within plaintiffs decided to purchase the residence, they would receive credit for monies paid to defendant Korman; in addition, plaintiffs paid Korman a deposit toward the purchase price of the residence.

83. Queen Williams is a citizen and resident of the Commonwealth of Pennsylvania residing therein at the address set forth in the caption above; on August 1, 1981, the within plaintiff entered into a "householder" agreement with defendant Korman Corporation whereby she would rent the aforesaid premises for the sum of \$550.00 per month. Thereafter, if the within plaintiff decided to purchase the residence, they would receive credit for monies paid to defendant Korman; in addition, plaintiff paid Korman a deposit toward the purchase price of the residence.

84. The individuals named in paragraphs 78 through 83 will be hereafter referred to as Class III plaintiffs.

85. Gene Kahaulelio is a citizen and resident of the Commonwealth of Pennsylvania residing therein at the address set forth in the caption above.

86. The individual named in paragraph 85 will be hereafter referred to as a Class IV plaintiff.

87. Defendant The Korman Corporation is a corporation doing business at the address set forth in the caption above.

88. Defendant Redevelopment Authority of the City of Philadelphia is a municipal corporation doing business at the address set forth in the caption above.

88a. Defendant City of Philadelphia is a municipal corporation.

doing business at the address set forth in the caption above.

89. Defendant Clearview Land Development Corporation is a corporation doing business at the address set forth in the caption above.

90. Defendant Richard Heller is an individual doing business at the address set forth in the caption above.

91. Defendant Citywide Services, Inc. is a corporation doing business at the address set forth in the caption above.

92. Roma Associates, Inc. is a corporation doing business at the address set forth in the caption above.

93. Edward Heller is an individual residing at the address set forth in the caption above.

94. Pasquale Delorenzo t/a Delorenzo Twin County Disposal Co. is an individual doing business at the address set forth in the caption above.

95. Graves Resource Management is a corporation doing business at the address set forth in the caption above.

96. Delaware County is a municipal corporation doing business at the address set forth in the caption above.

97. Defendants John A. Doe Corp., John B. Doe Corp., John C. Doe Corp., John D. Doe Corp., and John E. Doe Corp., are domestic and/or foreign corporations whose wastes were disposed of in the Clearview Landfill. The identity and addresses of the Doe defendants will become known through pretrial discovery.

GENERAL AVERMENTS

98. At all times material hereto, defendant Clearview Land Development Corporation, its agents, servants, and employees acted within the scope and course of their employment.

99. At all times material hereto, defendant City of Philadelphia, its agents, servants, and employees acted within the scope and course of their employment.

100. At all times material hereto, Pasquale DeLorenzo, trading as DeLorenzo Twin County Disposal Company, its agents, servants, and employees acted within the scope and course of their employment.

101. At all times material hereto, Graves Resource Management, its agents, servants, and employees acted within the scope and course of their employment.

102. At all times material hereto, Richard Heller and Edward Heller were principals of Clearview Land Development Corporation, and fully participated in its tortious conduct as set forth below.

103. At all times material hereto, defendant Roma Associates, Inc. was acting through its agents, servants, and employees acting within the scope and course of their employment.

104. At all times material hereto, defendant Richard Heller was a principal of defendant Roma Associates, Inc. and actively participated in its tortious conduct as set forth below.

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105. At all times material hereto, defendant Richard Heller was a principal of Graves Resources Management and actively participated in its tortious conduct as set forth below.

106. At all times material hereto, defendant Citywide Services, Inc. was acting through its agents, servants and employees acting within the scope and course of their employment.

107. At all times material hereto, defendant Delaware County was acting through its agents, servants and employees acting within the scope and course of their employment.

108. At all times material hereto, defendant Richard Heller was a principal of Citywide Services, Inc. and actively participated in its tortious conduct as set forth below.

109. In the years 1956 to present, defendants Richard Heller and Edward Heller, and defendant Clearview Land Development Corporation, operated a landfill in the area adjacent to the Darby Creek at the Philadelphia/Delaware County border.

110. Defendant Clearview Land Development Corp. accepted for disposal municipal, industrial, solid and hazardous wastes.

111. In their operation of the landfill, defendants Richard Heller, Edward Heller and Clearview Land Development Corporation violated the laws of the Commonwealth of Pennsylvania and the laws of the United States by the following actions:

(a) Operating a garbage and refuse disposal site without a permit as required by the Solid Waste Management Act of 1968 and the Solid Waste Management Act of 1980.

(b) Conducting open burning of solid waste.

(c) Permitting an unauthorized, unlicensed hazardous waste transfer station, Graves Resource Management Company, at the site in 1980 and 1981.

(d) Continual dumping at the site in spite of numerous cease and desist and contempt orders barring such dumping.

(e) Permitting an unauthorized, unlicensed hazardous waste transfer station to be operated by DeLorenzo Twin County Disposal Company from 1981 to 1982.

(f) Causing residues from solid wastes to be released into soil, surface waters, and groundwaters in the vicinity of the landfill.

(g) Causing hazardous waste to be released into soil, surface waters, and groundwaters in the landfill.

(h) Causing smoke, noxious odors, and gases to be released into the atmosphere.

(i) Causing underground fires in the area of the landfill.

(j) Causing the area of the landfill to become infested with rodents and other pests.

(k) Failing to forbid unrestricted access to its dump by haulers of wastes.

(l) Such other actions as may be revealed in discovery proceedings.

112. Defendant Graves Resource Management Company (hereinafter referred to as "Graves") has operated a waste disposal service, offering such services to the general public.

113. Defendant Graves operated a hazardous waste transfer facility at the Clearview Landfill site during the years 1980 and 1981, inter alia.

114. Defendant Pasquale DeLorenzo, trading as DeLorenzo Twin County Disposal Company (hereinafter referred to as "DeLorenzo") has operated waste disposal services, offering such services to the general public.

115. Defendant DeLorenzo operated a hazardous waste transfer facility on the Clearview Landfill site during the years 1981 and 1982, inter alia.

116. Defendants Graves and DeLorenzo (a) caused hazardous waste to be released into the soil, groundwater, and surface water adjacent to the landfill; and (b) caused smoke, noxious odors and gases to be released into the atmosphere.

117. In their operations on the Clearview Landfill site, defendants Graves and DeLorenzo, violated the laws of the Commonwealth of Pennsylvania and the United States of America, by:

(a) failing to use reasonable care in the transportation, handling, and disposal of hazardous waste;

(b) failing to keep proper records of their operations;

(c) failing to take measures necessary to assure that hazardous wastes were not released into soil, surface waters, and groundwaters in the vicinity of the landfill;

(d) failing to design and implement an appropriate runoff and leachate collection system;

(e) violating the laws of the Commonwealth of Pennsylvania and regulations promulgated thereunder regulating the handling and disposal of hazardous wastes.

118. Defendant Graves disposed and/or accepted for disposal hazardous substances and wastes on the Clearview Landfill in violation of federal, state and local laws.

119. Defendant DeLorenzo disposed and/or accepted for disposal hazardous substances and wastes on the Clearview Landfill in violation of federal, state and local laws.

120. Defendants Graves and DeLorenzo knew of the dangerous properties of the waste they were disposing, and knew they were not disposing of them properly or legally.

121. Defendant Roma Associates, Inc. operated an asphalt plant on the Clearview Landfill site from 1973 to 1976.

122. In its operation of the asphalt plant, defendant Roma Associates, Inc:

(a) caused residues from solid wastes to be released into soil, surface waters, and groundwaters in the vicinity of the landfill;

(b) caused hazardous waste to be released into the soil, groundwater, and surface waters adjacent to the landfill.

(c) caused noxious waste, smoke, and gases to be released into the atmosphere.

(d) caused open dumping of asphalt waste.

123. Defendant Roma Associates, Inc. disposed of hazardous substances and wastes on the Clearview Landfill in violation of federal, state, and local laws.

124. Defendants City of Philadelphia and Delaware County disposed of a large amount of municipal waste in the Clearview Landfill during the period in question.

125. In their disposal of municipal waste into the Clearview Landfill, defendants City of Philadelphia and Delaware County violated the laws of the Commonwealth of Pennsylvania by:

(a) dumping municipal waste into a landfill that had no permit;

(b) dumping municipal waste into a landfill which had been closed by court order for lack of a permit.

126. In their municipal waste operations, defendants City of Philadelphia and Delaware County:

(a) failed to use reasonable care in the transportation, handling, and disposal of hazardous waste.

(b) failed to keep adequate records of their operation.

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(c) failed to take measures necessary to assure that municipal wastes were not released into soil, surface waters, and groundwaters in the vicinity of the landfill.

(d) violated the laws of the Commonwealth of Pennsylvania and regulations promulgated thereunder regulating the handling, transportation, and disposal of municipal wastes.

127. Defendants City of Philadelphia and Delaware County disposed of municipal waste in violation of federal, state, and local laws.

128. Defendants City of Philadelphia and Delaware County:

(a) caused residues from municipal waste and solid waste to be released into the soil, groundwater, and surface waters in the vicinity of the landfill;

(b) caused noxious odors, smoke, and gases to be released into the atmosphere.

129. Defendant Citywide Services, Inc. disposed of large amounts of municipal, industrial, solid and hazardous wastes into the Clearview Landfill.

130. In disposing wastes into the Clearview Landfill, defendant Citywide Services, Inc. violated the laws of the Commonwealth of Pennsylvania by:

(a) dumping waste into a landfill that had no permit;

(b) dumping wastes into a landfill which had been closed by court order for lack of a permit.

131. In its waste hauling and dumping operations, defendant Citywide Services, Inc.

(a) failed to use reasonable care in the transportation, handling and disposal of hazardous wastes;

(b) failed to keep adequate records of its operations;

(c) failed to take measures necessary to assure that wastes were not released into soil, surface waters and groundwaters in the vicinity of the landfill;

(d) violated the laws of the Commonwealth of Pennsylvania and regulations promulgated thereunder governing the hauling, transportation and disposal of wastes.

132. Defendant Citywide Services, Inc.

(a) disposed of wastes in violation of federal, state and local laws;

(b) caused residues from wastes to be released into the soil, groundwater and surface waters in the vicinity of the landfill;

(c) caused noxious odors, smoke and gases to be released into the atmosphere.

133. Defendants Richard Heller and Clearview Land Development Corporation have continued to engage in illegal conduct, including, but not limited to open burning, dumping, discharging of waste into soil, groundwater adjacent to the land surface water adjacent to the landfill.

134. The actions of defendants as aforesaid has created a nuisance and caused irreparable harm to plaintiffs in the use and enjoyment of their land.

135. The actions of defendants as aforesaid were willful, wanton and outrageous.

136. The actions of defendants as aforesaid and the release of these substances from the landfill presents an immediate and substantial danger of damage to this environment.

137. As a result of the defendants' actions and omissions, plaintiffs who reside in the vicinity of the landfill have been and will be required to incur costs in order to abate the nuisance, including, inter alia: water monitoring, soil testing, air monitoring, medical tests, medical screening, medical diagnosis and treatment, temporary and permanent relocation of residences and businesses.

138. Because of defendant's releases of substances into the air, soil, and water adjacent to plaintiffs' properties, plaintiffs have suffered injury to their real and personal property, loss of value of their homes, discomfort, inconvenience, inability to enjoy and use of their land, interference with the quiet enjoyment of their land, and emotional distress.

139. As a result of the operation of the Clearview Landfill, defendants have discharged pollutants into the waters of the Commonwealth without a permit.

140. Defendants' illegal discharges have adversely affected the recreational use of the Darby Creek and Cobbs Creek.

141. The substances released by defendants will likely remain in the water and soil for an indefinite period of time, and, unless abated, will continue to spread, threatening to contaminate more water and soil, increasing the noxious odors, gases and aggravating the nuisance.

142. Defendant's actions unreasonably interfere with plaintiffs' use and enjoyment of their land.

COUNT ONE

UNDER THE PENNSYLVANIA SOLID WASTE MANAGEMENT ACT

143. Each of the allegations of the preceding paragraphs is incorporated herein by reference as if they were set forth in full.

144. Pursuant to Sec. 401(b) of the Solid Waste Management Act of 1980, defendants Clearview Land Development Corporation, Richard Heller, Edward Heller, Graves Resources Management, Pasquale DeLorenzo, Roma Associates, Inc., Citywide Services, Inc., Delaware County and City of Philadelphia, are strictly liable to the plaintiffs for:

- (a) costs of abating the nuisance;
- (b) all other damages claimed by plaintiffs;
- (c) fines of up to \$25,000.00 per day for each day that the Act was violated.

COUNT TWO

UNDER THE PENNSYLVANIA CLEAN STREAMS LAW

145. Each of the allegations of the preceding paragraphs is incorporated herein by reference as if they were set forth in full.

146. Pursuant to the Pennsylvania Clean Streams Law, defendants are liable to plaintiffs for:

- (a) cost of abating the nuisance;
- (b) all other damages claimed by plaintiffs;
- (c) Fines of up to \$10,000.00 per day for each day of violation;
- (d) costs of this litigation, including attorney's fees and expert witness fees.

COUNT THREE

STRICT LIABILITY FOR ULTRA HAZARDOUS ACTIVITY

147. Each of the allegations of the preceding paragraphs is incorporated herein by reference as if they were set forth in full.

148. Defendants have carried on abnormally dangerous and/or ultra hazardous activities, namely, the handling, storage, transportation, and disposal of hazardous wastes.

149. The defendants acts and omissions with regard to their abnormally dangerous and/or ultra hazardous activities have caused damages. Said damages include, but are not limited to:

- (a) real property damage;
- (b) loss of personal property and chattels;
- (c) loss in income and profits;
- (d) emotional distress;
- (e) costs of abating the nuisance.

COUNT FOUR

NEGLIGENCE

150. Each of the allegations of the preceding paragraphs is incorporated herein by reference as if they were set forth in full.

151. Defendants either knew or should have known of the dangerous or hazardous properties of the waste they were operating, handling, storing, using, transporting, and/or disposing.

152. Defendants knew or should have known that the disposal of their wastes was likely to involve trespass on the land of others.

153. Defendants knew or should have known that their activities were likely to involve substantial risk of harm to the plaintiffs and unreasonable interference with their enjoyment of their land.

154. Defendants knew or should have known that they were disposing of waste in an improper and illegal manner in handling, storing, using, and/or transporting hazardous substances or waste.

155. Defendants knew or should have known that their activities involved an inherent danger of contamination and result in physical harm to residents of the area.

156. Defendants knew or should have known that the generation, storage, handling, use, transportation, and/or disposal of hazardous wastes and/or hazardous substances require them to take special precautions to avoid contamination of the soil, water, and air by said waste.

157. Defendants never took any special precautions to prevent such contamination or other injury to plaintiffs.

158. Defendants did not warn the residents in the vicinity of the landfill that they might be at a risk of contamination from the waste disposed there.

159. The negligence of defendants consisted of:

(a) disposing of hazardous and solid wastes under unreasonably dangerous conditions;

(b) failing to repair said conditions;

(c) failing to warn plaintiffs of said conditions;

(d) failing to take precautions necessary to prevent harm to plaintiffs by hazardous and solid wastes;

(e) negligence in the selection and supervision of independent contractors;

(f) violation of federal, state, and local statutes and ordinances constituting negligence per se;

(g) such other acts and omissions as may become evident during the course of discovery.

160. As a result of the negligence of defendants, plaintiffs have suffered injuries which include, but are not limited to:

- (a) personal injury;
- (b) real property damage;
- (c) emotional distress;
- (d) costs of abating the nuisance;
- (e) loss of personal property and chattels;
- (f) loss of income profits and business opportunities.
- (g) such other direct and consequential damages as may be revealed in discovery proceedings to accompany this lawsuit.

161. The actions of defendants were reckless and in willful and wanton disregard of the health and safety of plaintiffs.

COUNT FIVE

NUISANCE

162. Each of the allegations of the preceding paragraphs is incorporated herein by reference as if they were set forth in full.

163. The acts and omissions of defendants have created a nuisance condition in and around the Clearview Landfill.

164. As a result of the said nuisance condition, plaintiffs have suffered the loss of use and enjoyment of their properties and have suffered other damages including real property damage, loss of

personal property and chattels, loss of income and profits and emotional distress.

165. As a result of the nuisance condition created by defendants, plaintiffs continue to suffer loss of the use and enjoyment of the properties and will be irreparably harmed unless defendants cease all illegal activities and take positive steps to abate the nuisance.

166. Plaintiffs have no adequate remedy at law to abate the nuisance.

COUNT SIX

TRESPASS

167. Each of the allegations of the preceding paragraphs is incorporated herein by reference as if they were set forth in full.

168. Defendants, by releasing waste from the landfill, have trespassed upon the plaintiffs' land and interfered with plaintiffs' exclusive possession of their lands.

169. As a result of defendants' trespasses on plaintiffs' lands, plaintiffs have suffered damages, including, but not limited to, real personal property damage, loss of personal property and chattels, loss of income and profits and emotional distress.

WHEREFORE, plaintiffs respectfully request this Court grant the following relief:

- (a) declare all defendants in violation of the Pennsylvania Solid Waste Management Act for storing, transporting and disposing solid and hazardous wastes without a permit;
- (b) declare all defendants in violation of the Pennsylvania Clean Streams Law for discharging pollutants into the waters of the Commonwealth without a permit;
- (c) declare all defendants strictly liable to plaintiffs for the costs of abating the nuisance;
- (d) order all defendants to stop all disposal and burning of wastes at Clearview Landfill, in perpetuating;
- (e) order defendants to monitor the air, water and soil in the vicinity of the landfill for discharge of wastes;
- (f) order defendants to remove all accumulated waste and take whatever steps are necessary to restore the quality of air, soil and water in the vicinity of the landfill;
- (g) award plaintiffs compensation for all items of damage claimed;
- (h) award plaintiffs punitive damages.

COUNT SEVEN

vs. KORMAN CORPORATION FOR FRAUD

170. Each of the allegations of the preceding paragraphs is incorporated herein by reference as if they were set forth in full.

171. On or about 1973 and for a long time prior thereto, defendant Authority owned, controlled and was in possession of the tract of land adjacent to the Clearview Landfill.

172. In 1973 defendant Korman purchased a tract of land adjacent to the Clearview Landfill from defendant Authority.

173. Defendant Korman subdivided this tract of land and developed it for the construction and sale of residential properties.

174. Defendant Korman constructed over 200 new homes on the land and called the development "New Philadelphia."

175. During the years 1974 through 1984, defendant Korman marketed and sold homes in this development to plaintiffs enumerated in Class I for prices ranging from \$29,000 to \$69,000.

176. During the period that defendant Korman marketed and sold these homes to plaintiffs, defendant was aware of the following:

(a) that these homes were constructed on or adjacent to an illegal landfill;

(b) that this landfill had for many years served as a site for illegal disposal of solid waste;

(c) that this landfill had for years served as a site of illegal burning of wastes;

(d) that the landfill had served as a site for the illegal disposal of hazardous and toxic wastes;

(e) that hazardous and toxic wastes were or could be leaching from the landfill into ground and surface waters on or adjacent to the development;

(f) that residue from solid wastes were or could be leaching from the landfill into ground and surface waters adjacent to the development;

(g) that the existence of these conditions, if disclosed, significantly diminished the actual market value of the homes sold to plaintiffs in Class I;

(h) that the actual market values of these homes were, due to the proximity of the landfill, significantly less than the sale price offered by defendants;

(i) that the proximity of the landfill posed a substantial health and safety danger to the occupants of these homes;

(j) other facts that may be revealed in discovery proceedings to accompany this lawsuit.

177. In marketing these homes to plaintiffs, defendant Korman fraudulently and deceitfully concealed and failed to disclose to plaintiffs the following facts:

(a) that these homes were constructed on or adjacent to an illegal landfill;

(b) that this landfill had for many years served as a site of illegal burning of wastes;

(c) that this landfill had for years served as a site of illegal burning of wastes;

(d) that the landfill had served as a site of the illegal disposal of hazardous and toxic wastes;

(e) that hazardous and toxic wastes were or could be leaching from the landfill into ground and surface waters on or adjacent to the development;

(f) that residue from solid wastes were or could be leaching from the landfill into ground and surface waters adjacent to the development;

(g) that the existence of these conditions, if disclosed, significantly diminished the actual market value of the homes sold to plaintiffs in Class I;

(h) that the actual market values of these homes were, due to the proximity of the landfill, significantly less than the sale price offered by defendants;

(i) that the proximity of the landfill posed a substantial health and safety danger to the occupants of these homes;

(j) other facts that may be revealed in discovery proceedings to accompany this law suit.

178. In marketing these homes to plaintiffs, defendant Korman fraudulently and deceitfully misrepresented the following:

(a) that the homes were in a safe and desirable area;

(b) that the homes were good family dwellings, well-suited for raising young children;

(c) that the homes would appreciate in value;

(d) that the homes would appreciate in value faster than typical homes on the market;

(e) that the homes represented a wise investment;

(f) that the homes were offered at a fair price;
(g) that the homes represented a good, honest value;
(h) that the buyer could rely on the sound reputation of Korman Corporation.

179. Defendant Korman knew that the facts listed in paragraph 178 above were not true, or made these misrepresentations in a reckless disregard of the truth.

180. The facts which defendant Korman failed to disclose or misrepresented were basic to its transaction with plaintiffs enumerated in Classes I and III.

181. The facts which defendant Korman misrepresented or failed to disclose were facts which plaintiffs would reasonably be expected to be disclosed because of customs or trade practice or other circumstances.

182. The facts which defendant Korman failed to disclose or misrepresented involved unreasonable risks to plaintiffs on the land.

183. Plaintiffs relied on the defendant Korman's fraudulent and deceitful misrepresentations, concealment and failure to disclose, and were thereby induced to purchase their homes from defendant Korman at prices set by Korman, rather than the actual market value of these homes.

184. As a result of defendant Korman's fraudulent and deceitful conduct, Class I plaintiffs have suffered the following damages:

(a) plaintiffs purchased homes which they otherwise never would have purchased;

(b) plaintiffs paid prices for these homes which were well in excess of their actual market value;

(c) plaintiffs' homes have not appreciated in value, but instead have depreciated substantially;

(d) plaintiffs have been exposed to serious risks to their health and safety;

(e) plaintiffs have suffered and are continuing to suffer severe emotional distress and mental anguish.

185. The defendant Korman's fraudulent and deceitful conduct was intentional, willful, wanton, reckless, outrageous and in bad faith.

186. Plaintiffs enumerated in Class I above claim the following damage from defendants:

(a) a sum of money to compensate them for the difference between the purchase price they paid to defendant and the actual fair market value of the property at the time of purchase;

(b) a sum of money to compensate them for the difference between the current fair market value of the property and the value their property would have had if:

i. the property had appreciated in value as represented by Korman; and/or

ii. the facts and circumstances set forth in paragraph 177 above had not existed.

(c) a sum of money to compensate them for costs of medical monitoring made necessary by their exposure to the health and safety risks concealed by defendants;

(d) a sum of money to compensate them for their emotional distress, inconvenience and inability to enjoy the use of their land.

187. Defendant Korman was aware that the properties that sold in the New Philadelphia Development would inevitably be resold to persons in the position of Class II plaintiffs.

188. Defendant was under a public duty to disclose the information set forth in paragraph 177 above.

189. It was foreseeable that persons in the position of Class II plaintiffs would rely on defendant Korman's fraudulent and deceitful misrepresentations, concealment and failure to disclose to Korman's original purchasers, and would thereby be induced to purchase homes in the New Philadelphia Development.

190. Prior to and during the time that Class II plaintiffs purchased their homes, defendant Korman continued to actively market and sell new homes in the New Philadelphia development.

191. In the course of the continuing marketing and sale of these homes in the New Philadelphia development, the defendant Korman Corporation made fraudulent misrepresentations to prospective purchasers of homes in the New Philadelphia development, including Class II plaintiffs.

192. Class II plaintiffs aforementioned relied on the defendant's representations.

193. At the time of the purchase of their homes, Class II plaintiffs were not aware of the information set forth in paragraph 177 above.

194. Class II plaintiffs relied on defendant Korman's fraudulent and deceitful misrepresentations and failure to disclose to Korman's original purchasers.

195. As a result of the defendant Korman's fraudulent and deceitful misrepresentations and failure to disclose, Class II plaintiffs were induced to purchase homes in the New Philadelphia development and to purchase homes at prices substantially in excess of their actual fair market value.

196. Class II plaintiffs claim the following damages from defendant Korman:

(a) a sum of money to compensate them for the difference between the purchase price they paid to defendant and the actual fair market value of the property at the time of purchase;

(b) a sum of money to compensate them for the difference between the current fair market value of the property and the value their property would have had if:

i. the property had appreciated in value as represented by Korman; and/or

ii. the facts and circumstances set forth in paragraph 177 above had not existed.

(c) a sum of money to compensate them for costs of medical monitoring made necessary by their exposure to the health and safety risks concealed by defendants;

(d) a sum of money to compensate them for their emotional distress, inconvenience and inability to enjoy the use of their land.

(e) punitive damages.

197. With regard to those plaintiffs who purchased homes from Korman after September 5, 1980, and with respect to those Class II plaintiffs who purchased homes originally sold by Korman after September 5, 1980, defendant Korman violated Section 405 of the Pennsylvania Solid Waste Management Act.

198. As a result of defendant Korman's fraudulent and deceitful conduct, Class III plaintiffs have suffered the following damages:

(a) plaintiffs leased homes which they otherwise never would have leased;

(b) plaintiffs paid rents for these homes which were well in excess of their actual fair rental value;

(c) plaintiffs have been exposed to serious risks to their health and safety;

(d) plaintiffs have suffered and are continuing to suffer severe emotional distress and mental anguish.

199. Class III plaintiffs claim the following damages from defendant Korman:

(a) a sum of money to compensate them for the difference between the rents they paid to defendant and the fair rental value of the property;

(b) a sum of money to compensate them for costs of medical monitoring made necessary by their exposure to the health and safety risks concealed by defendant;

(c) a sum of money to compensate them for their emotional distress, inconvenience and inability to enjoy the use of their land.

COUNT EIGHT - NEGLIGENCE

vs. REDEVELOPMENT AUTHORITY

200. Each of the allegations of the preceding paragraphs is incorporated herein by reference as if they were set forth forth in full.

201. Defendant Redevelopment Authority knew of defendant Korman's intention to market and sell homes on the tract of land it sold defendant Korman in the area subsequently known as "New Philadelphia."

202. Prior to its sale of the aforesaid land to defendant Korman, the Authority was aware of the following:

(a) that the homes to be construed were on or adjacent to an illegal landfill;

(b) that this landfill had for many years served as a site for illegal disposal of solid waste;

(c) that this landfill had for years served as a site of illegal burning of wastes;

(d) that the landfill had served as a site for illegal disposal of hazardous and toxic wastes;

(e) that hazardous and toxic wastes were or could be leaching from the landfill into ground and surface waters on or adjacent to the proposed development;

(f) that residue from solid wastes were or could be leaching from the landfill onto ground and surface waters adjacent to the proposed development;

(g) that the existence of these conditions, disclosed, significantly diminished the actual market value fo the homes to be sold to plaintiffs;

(h) that the actual market values of these homes were, due to the proximity of the landfill, significantly less than the sales offered by defendant Korman;

(i) that the proximity of the proposed development to the landfill posed a substantial health and safety danger to the prospective purchasers of the home;

(j) that it had previously joined in a law suit attempting to close the landfill.

203. The Authority encouraged and facilitated the sale by Korman of homes in the New Philadelphia development.

~~224~~ 204. The Authority negligently failed to take such steps as would insure and require that Korman would divulge the aforesaid facts to prospective purchasers of homes in the "New Philadelphia" development.

205. Defendant Authority knew or should have known that the sale of the homes to prospective purchasers would pose an unreasonable risk to the health and safety of the prospective purchasers.

206. Defendant Authority was negligent in permitting this land to be turned into a large scale residential development without:

(a) monitoring the landfill for discharge into the air, soil, surface and groundwaters;

(b) taking measures necessary to assure that prospective purchasers would be informed of potential dangers posed by the presence of the landfill;

(c) taking measures necessary to assure that occupants of these homes would not be exposed to a danger to their health and safety;

(d) such other negligence as may be revealed in discovery proceedings to accompany this law suit.

207. As a result of defendant's negligence, plaintiffs have suffered the damages set forth in Count Seven above.

COUNT NINE
VS. KORMAN CORPORATION FOR BREACH OF CONTRACT

208. Each of the allegations of the preceding paragraphs is incorporated herein by reference as if they were set forth in full.

209. Class I plaintiffs purchased their homes from defendant, Korman Corporation pursuant to contractual agreements for the sale of real estate.

210. Class III plaintiffs leased their homes from Korman Corporation pursuant to a "householder's" agreement.

211. Pursuant to these contracts, Korman Corporation impliedly warranted that homes purchased by Class I plaintiffs and leased by Class III plaintiffs were habitable, fit, and desirable for residential use.

212. Pursuant to these contracts, Korman Corporation expressly warranted to plaintiffs:

- (a) that these homes were in a safe and desirable area;
- (b) that the homes were good family dwellings, well suited for raising young children;
- (c) that the homes would appreciate in value;
- (d) that the homes would appreciate in value faster than typical homes on the market;
- (e) that the homes represented a wise investment;
- (f) that the homes were offered at a fair price;

(g) that the homes represented a good, honest value;
(h) that the buyers could rely on the sound reputation of Korman Corporation in making their purchases.

202. Defendant Korman Corporation breached its contract with Class I plaintiffs in that:

(a) the homes sold to Class I plaintiffs and leased to Class III plaintiffs were built on top of an illegal landfill which (i) gave off noxious odors, gases, and fumes; (ii) were infested with rodents and other pests; (iii) contained residue of solid and hazardous waste which were leaching into ground and surface waters adjacent to the landfill; (iv) posed a danger to the health and safety of the occupants of these homes;

(b) the homes sold to Class I plaintiffs and leased to Class III plaintiffs: (i) were not in a safe or desirable area; (ii) were not good family dwellings well suited for raising young children; (iii) did not appreciate in value at all, but rather depreciated in value relative to other homes; (iv) did not represent a wise investment; (v) were not offered at a fair price; (vi) did not represent a good, honest value; (vii) did not indicate that the Class I and Class III plaintiffs were wise to rely on the sound reputation of Korman Corporation.

WHEREFORE, Class I plaintiffs above claim the following damage from defendants:

(a) A sum of money to compensate them for the difference between the purchase price they paid to defendant and the actual fair market value of the property at the time of purchase;

(b) A sum of money to compensate them for the difference between the current fair market value of the property and the value their property would have had if:

(i) the property had appreciated in value as represented by Korman; and/or

(ii) the facts and circumstances set forth in paragraph 177 above had not existed.

(c) A sum of money to compensate them for costs of medical monitoring made necessary by their exposure to the health and safety risks concealed by defendants;

(d) A sum of money to compensate them for their inconvenience and inability to enjoy the use of their land.

WHEREFORE, Class III plaintiffs claim the following damages from defendants:

(a) A sum of money to compensate them for the difference between the rental price they paid to defendant and the fair rental value of the property;

(b) A sum of money to compensate them for costs of medical monitoring made necessary by their exposure to the health and safety risks concealed by defendants;

(c) A sum of money to compensate them for their inconvenience and inability to enjoy the use of their land.

4-3-85
Date

1/1
Alvin P. de Levie
Attorney for Plaintiffs

COMMONWEALTH OF PENNSYLVANIA:

SS:

COUNTY OF PHILADELPHIA:

V E R I F I C A T I O N

Alvin F. de Levie, Esquire hereby states that he/she is the
Plaintiff^{attorney} in this action and verifies that the statements made in the
foregoing Complaint are true and correct to the best of
his/her knowledge, information and belief. The undersigned under-
stands that the statements therein are made subject to penalties of
18 Pa. C.S. §4904 relating to unsworn falsification to authorities.
and is authorized to take this verification on behalf of all plaintiff

